



## Back to Basics, Part 3: Closing Documents

May 8, 2019

**Presented by:**

- **Lowell Krahn**  
*Senior Underwriting Attorney*  
Attorneys' Title Guaranty Fund, Inc.
- **Alisa Swerdlove**  
*Underwriting Attorney*  
Attorneys' Title Guaranty Fund, Inc.



**Lowell Krahn**  
ATG  
Chicago



**Alisa Swerdlove**  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



**Audio problems?**  
Listen by phone: 877.691.9300  
Access Code: 7521231#

## Deeds



**Lowell Krahn**  
ATG  
Chicago



**Alisa Swerdlove**  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



**Audio problems?**  
Listen by phone: 877.691.9300  
Access Code: 7521231#

## Deeds

### ▪ Factors to Consider

- Type of Deed:
  - **Warranty**
    - Seller warrants all previous ownership.
  - **Special Warranty**
    - Seller warrants only their period of ownership.
  - **Quit Claim**
    - No Warranty on Ownership
    - Trustee's
    - Administrator's
    - Executor's



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Deeds

### ▪ Factors to Consider

- Tenancies
  - **Tenancy in Common**
    - Default tenancy
  - **Joint Tenancy**
    - With right of survivorship
  - **Tenancy by the Entirety**
    - Requires parties to be married
    - Right of survivorship
    - Offers protection from spouse's judgments/liens



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Deeds

### ▪ Grantor Requirements

- Individuals must deed out unless it is an LLC or Corporation.
- Trusts and estates must be conveyed by a named Trustee, Executor/Administrator, or heir.
- Marital Status
  - Homestead must be conveyed.
- Address of Grantor
  - Minimum of City, State



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Deeds

### ▪ Grantee Requirements

- Named Individuals and Named Trustees
- Address
- Marital status if individual buyer
- Tenancy should be defined.
- If there is a mortgage, names on deed and mortgage must match exactly.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Deeds

### ▪ Deed Requirements

- Legal Description
- Tax Year Grantee is Taking Subject To
- Date
- Signature of Grantor(s)
  - Sign as Trustee or Executor/Administrator
- Notary Block and Notary Stamp
  - Dated, acknowledged, and signed by Notary



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Tenancy in Common

### ▪ Default Tenancy in Illinois

- Each titleholder owns their respective share.
- Each titleholder can convey or mortgage their individual share.
- In the event of a grantee's death, title passes to that decedent's heirs, devisees, or legatees.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Joint Tenancy

- **Requires the language, as *Joint Tenants*, on the deed.**
  - *Not as tenants in common* language is no longer required.
- **There is a right of survivorship.**
- **Must be held by individuals.**



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Joint Tenancy

- **Judgments and liens against one joint tenant can attach.**
  - Lienholder can foreclose on a judgement/lien against that titleholder.
  - That judgment will evaporate if that joint tenant dies.
- **Tenancy can be broken by conveyance of one joint tenant's interest to a third party.**



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Tenancy by the Entirety

### ▪ Tenancy by the Entirety Requirements

- Grantees must be married or in a civil union.
  - Individual trusts of a married couple can take as tenants by the entirety if they are separate trusts and they are the settlors and primary beneficiaries.
- Property must be their primary residence.
- Property reverts to Joint Tenancy if property is no longer their primary residence.
- Both spouses must sign a deed to sever tenancy by the entirety.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Tenancy by the Entirety

- Lienholders who have judgments against one titleholder cannot foreclose.
- To foreclose a lien/judgment, both titleholders must be parties to the action.
  - Mortgages;
  - Slip and fall tort case at residence.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Tenancy by the Entirety

- At the time of sale, all valid judgments/liens must be paid at closing, even if against one titleholder.
- Should that titleholder die, all his/her liens/judgments evaporate.
  - This is why both spouses must sign the mortgage as mortgagees.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Joint Tenancy Affidavit

- Complete when the first joint tenant dies and record in chain to keep it clear.
  - Cook County requires an original or certified copy of the Death Certificate for recording.
- Can be signed by anyone with knowledge.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Special Deed Problems

### ■ Estate/Heirship Conveyances

- An Estate cannot convey title.
- Grantors must be individuals and have Letters of Office to convey.
  - *Dan Connor, Independent Executor of the Estate of Roseanne Connor*
- All heirs and devisees must convey title.
  - *Lily Munster and Eddie Munster, sole heirs of Herman Munster, deceased*



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Special Deed Problems

- The amount of the purchase price must be on Executor's and Administrator's Deeds.
- The deed grantor language may not be the same as the vesting on the title commitment.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago





## Special Deed Problems

### ▪ Trusts

- A trust cannot be the Grantor or Grantee on a deed. A Trustee is required.
- Only the Trustee of the trust can convey title.
  - *The Fred Flintstone Irrevocable Trust under Trust Agreement Dated May 2, 2019, conveys and warrants to Barney Rubble*
    - This is an invalid conveyance. A trust never holds title by itself. The trustee is required.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Special Deed Problems

### ▪ Trusts

- Only the Trustee of a trust can accept title.
  - *Wilma Flintstone and Fred Flintstone, husband and wife, convey and warrant to Betty Rubble, as Trustee of The Betty Rubble Family Trust dated May 2, 2019*
    - This is a valid Grantee because it is conveyed to the Trustee under the trust.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Special Deed Problems

### ▪ Trusts

- Grantor Trustee's name must be in the signature block and the Trustee must sign as Trustee.
- The Illinois statute requiring a Grantee Trustee to accept the property into the trust, 760 ILCS 5/6.5(b), was repealed January 1, 2019.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Special Deed Problems

### ▪ Grantor Signing a Deed with Power of Attorney

- Only the titleholder should be listed as the Grantor, not the Agent.
- The Agent signs the name of the Grantor by the Agent's name, as agent, in the signature block.
- The Notary notarizes the Agent name, as the agent for the Grantor.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Special Deed Problems

- **Deed/Mortgage Format when Signing with Power of Attorney**
  - Grantor Clause
    - *Mickey Mouse warrants and conveys ...*
  - Signature Line
    - *Mickey Mouse, by Minnie Mouse, as agent*
  - Notary Block
    - *Minnie Mouse, as agent for Mickey Mouse*



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Special Deed Problems

- **LLC or Corporation Named in Grantor Clause**
  - Signature block has individual signing on behalf of the LLC or corporation.
  - What should the signature block look like?
    - *Donald Duck, as Managing Member of The Ponds, LLC*
  - Notary block acknowledges the signor.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Special Deed Problems

- **Miscellaneous**
  - Quit Claim Deeds – Cook County
    - Grantor/Grantee Statements
  - Metes and Bounds
    - Plat Act Affidavit



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Transfers by Intestacy



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Transfers by Intestacy

- **Documents Required to Convey Via Intestacy**
  - Affidavit of Heirship
  - Bond in Lieu
  - Personal Undertaking
  - Copy of Will, if any



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Transfers by Intestacy

- **Affidavit of Heirship**
  - Only requires a person with knowledge to sign swearing to the Affidavit.
  - Must be notarized.
  - Cook County Recorder now permits recording of the Affidavit, but requires an original or certified copy of the Death Certificate.
  - All other counties will record a regular copy of the Death Certificate.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Transfers by Intestacy

- **Affidavit of Heirship must include:**
  - Affiant’s name and address;
  - Decedent’s name and address;
  - a statement that they owned the subject property;
  - the value of the estate;
  - the number of times the decedent was married;
  - the names of their children, born or adopted.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Transfers by Intestacy

- **Bond in Lieu – Personal Undertaking**
  - Addresses claims against the Estate.
  - Must be completed even if no bond is held.
  - Must be signed by all heirs and devisees.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Transfers by Intestacy

- **The bond is actually an additional title risk premium that diminishes over time.**
  - If decedent passed less than one year ago, 2% of the purchase price is held.
  - If the decedent passed more than one year ago but less than two years, 1% of the purchase price is held.
  - If the decedent passed more than two years ago, no bond is held.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## 1099 Documents



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## 1099 Issues

- **IRS regulations state that the “transferor” is the person that must be reported to the IRS for 1099 purposes.**
- **“Reported” doesn’t mean taxation.**
  - Taxation issues stay between your client, their accountant, and the IRS.
- **Your client’s full SSN need only be on one 1099 document.**



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## 1099 Issues

- **Estates**
  - Estate’s EIN
    - If none, get one before closing.
- **Intestacies**
  - The SSNs of the heirs/devisees, not the decedents, are reported.
- **Trusts**
  - Report the EIN of the trust or, if Settlor and Beneficiary are the same, use their SSN.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago





## 1099 Documents

- 1099
- Certification of No Reporting
- Solicitation of Taxpayer ID



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## 1099 Documents

- 1099
  - This is the document your client will give to their accountant in conjunction with the ALTA Settlement Statement for tax purposes.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## 1099 Documents

### ■ Certification of No Reporting

- Used if the sale is the seller's principal residence.
- Determines whether sale should be reported to the seller and the IRS using form 1099-S.
- If seller answers all true or N/A, no reporting is necessary.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## 1099 Documents

### ■ Solicitation of Taxpayer ID

- ATG requires all sellers to tender their SSN on this form.
- Also, this is where allocation information is to go if multiple sellers.
- If the allocation information is not provided, ATG must report 100% of the sales price to each seller.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## 1099 Issues

- If your client doesn't have a tax ID number, go to the IRS website:
  - <https://www.irs.gov/individuals/international-taxpayers>

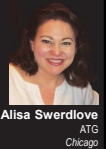


ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?  
Listen by phone: 877.691.9300  
Access Code: 7521231#

## Indemnity Agreements and Escrows



ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?  
Listen by phone: 877.691.9300  
Access Code: 7521231#

## Indemnity Agreements

- **Personal Undertakings** are used to clear exceptions on Schedule B Part II.
- List the specific title defect(s) to be insured over on Title Indemnity Agreement.
- The amount of Title Indemnity (TI) may vary depending upon the circumstances or the type of property.
- The attorney must follow up after closing to clear up the title issue.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Indemnity Agreements

- **Personal Undertakings with Deposits** are used to clear:
  - taxes;
  - water bill issues;
  - judgments and liens;
  - payoffs.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Indemnity Agreements

- **Title Indemnities with Deposits must contain:**
  - ATG’s Commitment Number;
  - the exception to be insured over or the purpose for the TI;
  - the amount ATG is holding in the TI;
    - The percentage held may increase due to the age of the lien.
  - ATG’s service fee to hold funds;
  - signature of the party to be bound.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Indemnity Agreements

- **Personal Undertakings without Deposits are used to clear:**
  - old mortgages;
  - transfers via intestacies.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Indemnity Agreements

- **Personal Undertakings must contain:**
  - the title objection;
  - the signature of the party to be bound.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Joint Order Escrow

- **Joint Order Escrow Agreement must be signed by both parties to the transaction.**
- **Payout Authorization must also be signed by all parties to release funds.**
- **Fee waived if the transaction is residential and ATG is handling the closing.**



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Single Order Escrow

- Single party signs the agreement and can release funds at their sole discretion.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Power of Attorney



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Power of Attorney

- In addition to ATG review, lenders may require that they review them as well.
- A Trustee cannot delegate their fiduciary duties via a Power of Attorney (POA) unless the trust agreement specifically provides for same.
- Executors or Administrators cannot delegate their fiduciary duties at all.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Power of Attorney

- POA must be signed by the principal.
- POA must be witnessed by a proper witness.
- POA must be executed by the principal and witnessed in front of a notary.
- Witness' name must be printed either under signature or in notary block.
- To avoid Recorder problems, please have the expiration date a month after closing.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago





## Power of Attorney

### Valid Witness Requirements

- A witness **cannot** be a parent, sibling, descendant, or spouse thereof, of the principal or agent.
- A witness **cannot** be the agent or the spouse of the agent.
- The principal's spouse **can** witness the power if they are **not** also the agent.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Power of Attorney

### Notary Block Requirements:

- The principal, agent, or witness **cannot** be the Notary.
- The Notary Block must acknowledge the principal by name and also acknowledge the witness by name.
- The State and County must be in the Notary Block.
- The Notary must stamp the Notary Block.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Power of Attorney

- **Granted powers for sales must include:**
  - (a) real estate transactions;
  - (i) tax matters
    - if signing 1099 documents.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Power of Attorney

- **Granted powers for purchases must include:**
  - (a) real estate transactions;
  - (b) financial institution transactions;
    - If signing HELOC documents to open accounts
  - (m) borrowing transactions.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Power of Attorney

### ■ Non-Statutory Powers

- Must be witnessed and notarized in the same manner as the Illinois Short Form.
- If used to sign a deed or mortgage, that power must be specifically granted to the agent.
- Simply the power to sign all closing documents or the power to sell or purchase the property is not enough.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Power of Attorney

- **Agent's Certification and Acceptance of Authority signed by the agent should be tendered to the closer.**



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Ancillary Documents



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?  
Listen by phone: 877.691.9300  
Access Code: 7521231#

## Affidavit of Title

- **Gives Buyer Extra Protection**
  - Buyer can sue for breach of Warranty of Title.
- **Seller affirms that:**
  - they have the right to sell the property;
  - there are no other existing contracts or conveyance documents affecting the premises;
  - all utilities, bills, and assessments are paid in full.
    - These warranties survive after the closing.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?  
Listen by phone: 877.691.9300  
Access Code: 7521231#

## Bill of Sale

- Conveys the personal property included in the sale.
- Seller warrants to Buyer that they are the absolute owner of the property and it is free and clear of all liens.
- Instead of listing every piece of personal property, the relevant portion of the contract is attached.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Agency Escrow Agreement

- Gives ATG the authority to:
  - conduct the closing;
  - disburse documents and funds.
- Buyer and Seller agree to:
  - cooperate with ATG to correct clerical errors on documents;
  - acquire releases;
  - reimburse ATG for any additional funds required for document recordings if charged fees were insufficient.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Attorney-Title Agent Disclosure

### ▪ Full Disclosure Document

- Informs client that:
  - you will be issuing title as an agent of ATG;
  - you, as the agent, have a financial interest as the issuer of the title policy;
  - they have the right to use another title company;
  - they can seek another attorney's opinion regarding these services.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Disclosure Statement: Controlled Business Arrangement

- Estimates the title charges to both Buyer and Seller.
- Informs that you have a financial interest as the title agent.
- Both parties are free to shop around for services.
- Buyer, Seller, and you, as the agent, must sign the Disclosure.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## ALTA Statement

- Seller and Buyer affirm there are no outstanding issues that can interfere with title except those listed on the commitment or the ALTA Statement.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## ALTA Statement

- Certifies that:
  - no construction/rehab was completed or contracts signed for materials/labor within the last 6 months;
  - there are no open mortgages other than those on title commitment;
  - there are no unsatisfied judgments or liens;
  - all management fees are paid in full;
  - there are no unrecorded security agreements;
  - there are no unrecorded contracts, leases, or easements;
  - if commercial, there are no “broker” agreements.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Lien Waiver Exam

- Required on all transactions where construction or rehab has been completed within the last six months.
- Interview your seller early in the closing process so that there is time to do a lien waiver exam before closing.
- Contact the ATG Escrow Department to set up a lien waiver exam.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Affidavit of No New Improvements

- ATG will accept a survey up to five years old with an Affidavit of No New Improvements, provided:
  - there have been no new improvements added to the property such as fences or sheds;
  - there has been no rehabbing of improvements such as the repaving of driveways, reconstruction of decks, new fencing added, etc.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago





## Affidavit of No New Improvements

- **Seller affirms the aforementioned as well as:**
  - no improvements were made on any adjacent property as well;
  - the tendered survey is still correct.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Affidavit in Lieu of Survey

- **Downstate transactions rarely use surveys.**
- **This affidavit affirms that:**
  - Seller didn't receive a survey at the time of purchase;
  - all improvements are within the boundaries of the subject property and the improvements of adjoining properties are not encroaching onto the subject property.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Certification of Trust

- **Per Illinois Trust and Trustees Act, (760 ILCS 5/8.5 et seq.) a Certification of Trust can be accepted.**
  - As such, ATG no longer requires the actual trust agreement.
- **Protects sensitive trust information.**
- **Must be signed by the Trustee.**
- **Must list all relevant trustee powers.**



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Certification of Trust

- **Relevant Trustee's powers include:**
  - the power to sell or purchase;
  - the power to sign contracts;
  - the power to assign fiduciary duties to an agent.
    - Necessary if Trustee is to use a POA.
    - POA must be from the Trustee of the trust, not just the individual.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Closing Protection Letters

- Must be issued on every ATG Agency closing where ATG is disbursing funds.
- They are not issued in bifurcated transactions where ATG is doing the Owner's Policy.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Foreign Transferor Affidavit

- Applies to transactions more than \$300,000.
- 15% of purchase to be held by Buyer on transactions with foreign transferors to insure taxes are paid.
- Applies to both individuals and entities.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Personal Information Affidavit

- Used to clear judgment and lien searches.
- Requires last four digits of SSN.
- Must include list of residences and employment for the past 10 years.
- Raise marriages, divorces, court cases, and bankruptcies on the Personal Information Affidavit.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Illinois State Lien Registry

- On December 1, 2017, the State of Illinois stopped recording tax liens.
- On January 1, 2018, the Illinois Department of Revenue Lien Database was up and running.
  - All sellers must be searched on the database.
  - Buyers need not be searched in purchase money mortgage transactions.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Illinois State Lien Registry

- ATG's Lien Registry Form requires those searched to give their full name and the last four digits of their SSN to complete the search.
- Email completed forms to:
  - [lienregistry@atgf.com](mailto:lienregistry@atgf.com)



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## MyDec

- Every selling attorney must prepare an Illinois MyDec or PTAX form.
- To get an account, visit:
  - [https://mytax.illinois.gov/MyDec/ /](https://mytax.illinois.gov/MyDec/)



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Paid Assessment Letters

- **Must include all fees due and owing through the end of the month in which the closing occurs.**
- **Must be signed by someone with the power to do so.**
  - Management company
  - President/Secretary/Treasurer of the Condo Board or HOA



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Paid Assessment Letters

- **Condo PALs must also include:**
  - the waiver of their “right to first refusal”;
  - any special assessments due or ratified by the board;
  - the water bill account number, if the association pays the water bill.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Mortgage Payoff Letters

- Payoff must be current and valid at the time of closing, i.e., not expired and not more than 30 days old.
- If wiring payoff funds, one business day's interest is required.
- If overnighting payoff funds, two business days' interest are required.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Mortgage Payoff Letters

- Note any late fees or wire fees the bank charges and add to payoff amount.
- If payoff is a HELOC or Line of Credit, sellers must sign the payoff letter to close the account.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?

Listen by phone: 877.691.9300  
Access Code: 7521231#

## Mortgage Payoff Letters

- Connect the bank issuing the payoff to the mortgage, either through an assignment in the chain, the servicer, or check the MERS website:
  - <https://www.mers-servicerid.org/sis/>
- If the bank isn't charging to record a release, add a recording fee to the Seller's figures to do so.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Chicago Water Certification

- All Chicago properties require a Water Certification.
- Water Certifications are good for 60 days.
- Non-metered accounts are billed bi-yearly. Do not rely on the amount due on the certification to be the full amount due and owing on the bi-yearly bill.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago





## Chicago Water Certification

- On bi-yearly accounts, prorate the full amount of the last bill and use that as the basis for the water credit.
- The bottom of the certification will indicate if it is a non-metered account.
- Order at least 10 business days in advance of closing.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Chicago Zoning Certification

- Zoning Certifications are good for one year.
- Zoning Certifications are required on single family residences, townhouses, and 2-5 flats;
- Zoning Certifications are not required on condos, vacant land, or buildings with six or more units.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Chicago Zoning Certification

- Order at least 10 business days in advance if single family residence.
- Order 14 business days before closing if multi-unit dwelling.
- If the certification is not at closing:
  - If it is a single family house, you can close.
  - If it is more than one unit, you can close if a Zoning Affidavit is signed by the purchaser and their lender.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?  
Listen by phone: 877.691.9300  
Access Code: 7521231#

## LLC Documents

- Transactions with LLCs require:
  - Certification of Good Standing issued by the Secretary of State;
  - Articles of Organization;
  - Operating Agreement;
  - Resolution authorizing the sale or purchase and financing of the specific property, stating who has the authority to sign the deed, mortgage, and closing documents on the LLC's behalf.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago

ATG LEGAL EDUCATION Back to Basics, Part 3: Closing Documents



Audio problems?  
Listen by phone: 877.691.9300  
Access Code: 7521231#

## Corporate Documents

- **Transactions with Corporations require:**
  - Certification of Good Standing from the State of Incorporation;
  - Resolution passed by the Board or Stockholders authorizing the sale, purchase, and/or financing of the specific property, stating who has the authority to sign a deed or mortgage.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Commercial Affidavits

- **Commercial transactions require the following documents:**
  - Commercial Extended Coverage Affidavit
    - Seller pays a fee for Extended Coverage.
  - Commercial Real Estate Broker Affidavit or Lien Waiver
  - Personal Undertaking
    - For Gap Coverage.
  - Property Manager Waiver or Affidavit.



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago



## Underwriting Help

- For underwriting help, call:  
800.252.0402 or  
312.752.1990



Lowell Krahn  
ATG  
Chicago



Alisa Swerdlove  
ATG  
Chicago





person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_



person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_



**PREPARED BY:**

ATG Member  
1 South Wacker 24th Floor  
Chicago, IL 60606

**MAIL TAX BILL TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**MAIL RECORDED DEED TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**TENANCY BY THE ENTIRETY WARRANTY DEED**  
**Statutory (Illinois)**

THE GRANTOR(S), Sam Seller, a single man, of the City of Chicago, State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, CONVEY(S) AND WARRANT(S) to Bob Buyer and Carol Buyer, husband and wife, of 7853 Patriot Drive, Glenview, Illinois 60025, not as Tenants in Common nor as Joint Tenants but as Tenants by the Entirety, all right, title, and interest in the following described real estate situated in the County of COOK, State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

Permanent Index Number(s): 14-17-125-032-0000  
Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

Subject, however, to the general taxes for the year of 2018 2nd Installment and thereafter, and all covenants, restrictions, and conditions of record, applicable zoning laws, ordinances, and other governmental regulations.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

TO HAVE AND TO HOLD said premises not as JOINT TENANTS or TENANTS IN COMMON, but as TENANTS BY THE ENTIRETY forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Sam Seller

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sam Seller, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_



ATTORNEYS'  
TITLE  
GUARANTY  
FUND,  
INC.

Illinois Offices:

CHAMPAIGN | CHICAGO  
ARLINGTON HEIGHTS | BELLEVILLE  
FRANKFORT | GURNEE | LIBERTYVILLE  
LOMBARD | OAK LAWN | SKOKIE | WHEATON  
800 252 0402

Wisconsin Office:

WAUKESHA  
800 788 8989  
www.atgf.com

**JOINT TENANCY AFFIDAVIT**

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ hereby referred to as the affiant, states under oath that the affiant resides at \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_; that the affiant was acquainted with \_\_\_\_\_, the decedent; at the time of death, the decedent was one of the owners of property, by virtue of a properly recorded joint tenancy deed, said property located in \_\_\_\_\_ County, State of \_\_\_\_\_, and legally described as follows:

The decedent had no interest in any business or partnership, nor held any power of appointment at death, nor created any remainder interests in property by transfer with retention of a life interest therein or the creation of interests to take effect in possession or enjoyment after death;

The decedent died on \_\_\_\_\_, leaving no/a last will and testament;

The total value of decedent's estate, including the taxable interest in the above property was \$ \_\_\_\_\_, and the value of the above property individually was \$ \_\_\_\_\_;

The State and Estate/Inheritance Tax and the Federal Estate Tax, if any, that was due from the decedent's estate, has been paid in full;

The affiant makes this affidavit to induce Attorneys' Title Guaranty Fund, Inc., (ATG®) to issue its policy of title insurance on the above described property.

The affiant hereby covenants and agrees, individually, and for the affiants, heirs, personal representatives or assignees, to forever fully indemnify, protect, defend and hold ATG harmless and to reimburse ATG for all loss, costs, damages, suits, attorney's fees, and expenses of every kind and nature that ATG may suffer, expend, or incur by reason of the issuance of said policy, free and clear of the following objections:

1. Claims against the estate of \_\_\_\_\_, the decedent;
2. State Estate/Inheritance Tax and Federal Estate Tax that may be charged against the estate of said decedent;
3. Legacies, if any, created by the will of said decedent;
4. Rights of contribution.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Notary Public

**Note:** If the decedent left a will, it will be necessary that the original or certified copy thereof be presented to ATG for inspection. A death certificate, together with evidence of payment of death taxes, if any, should accompany this affidavit.

This instrument prepared by:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip

Return to:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip

**PREPARED BY:**

ATG Member  
1 South Wacker 24th Floor  
Chicago, IL 60606

**MAIL TAX BILL TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**MAIL RECORDED DEED TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**ADMINISTRATOR'S DEED**

THE GRANTOR, Sam Seller, as Independent Administrator, of the City of Chicago, State of Illinois, pursuant to the authority granted the Administrator in the proceeding pending in the Circuit Court of COOK County, Case No. 18P00123, for and in consideration of 375,000.00 and other good and valuable consideration, in hand paid, GRANTS, SELLS, AND CONVEYS to Bob Buyer and Carol Buyer, married to each other, as joint tenants, of 7853 Patriot Drive, Glenview, Illinois 60025, all right, title, and interest of the decedent in the following described real estate situated in the County of COOK, State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

Permanent Index Number(s): 14-17-125-032-0000  
Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

TO HAVE and TO HOLD same unto said Grantee, in FEE SIMPLE forever.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Sam Seller, Independent Administrator

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sam Seller, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as Administrator as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_

**PREPARED BY:**

ATG Member  
1 South Wacker 24th Floor  
Chicago, IL 60606

**MAIL TAX BILL TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**MAIL RECORDED DEED TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**EXECUTOR'S DEED**

THE GRANTOR, Sam Seller, Independent Executor, of the City of Chicago, State of Illinois, pursuant to the authority granted the Executor in the proceeding pending in the Circuit Court of COOK County, Case No. 18P00123, for and in consideration of 150,000.00 and other good and valuable consideration, in hand paid, GRANTS, SELLS, AND CONVEYS to Bob Buyer and Carol Buyer, husband and wife, of 7853 Patriot Drive, Glenview, Illinois 60025, as tenants by the entirety, all right, title, and interest of the decedent in the following described real estate situated in the County of COOK, State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

Permanent Index Number(s): 14-17-125-032-0000  
Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

TO HAVE and TO HOLD same unto said Grantee, in FEE SIMPLE forever.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Sam Seller, Independent Executor

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sam Seller, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as Executor as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_



LETTERS OF OFFICE - DECEDENT'S ESTATE

LETTERS OF OFFICE - DECEDENT'S ESTATE

(Rev. 9-99 CCP-415)(PC.- Gen.)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
County Department, Probate Division

Estate of

No.

Docket

Page

Deceased

LETTERS OF OFFICE - DECEDENT'S ESTATE


\_\_\_\_\_  
of the estate of  
\_\_\_\_\_  
, deceased,  
who died \_\_\_\_\_, and is authorized to take possession of and collect the estate  
the decedent and to do all acts required by law.

LS

Witness, May 02, 2000  
Aurelia Pucinski  
Clerk of Court

CERTIFICATE

MH

Witness, May 04, 2000  
  
Clerk of Court

\_\_\_\_\_  
AURELIA PUCINSKI, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
\_\_\_\_\_

**PREPARED BY:**

ATG Member  
1 South Wacker 24th Floor  
Chicago, IL 60606

**MAIL TAX BILL TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**MAIL RECORDED DEED TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**SPECIAL WARRANTY DEED**

THE GRANTOR, Jamie Seller, single, and Angela Seller\*, married, Sole Heirs of Sam Seller, deceased of the City of Chicago, State of Illinois, a corporation organized and existing under the laws of the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, GRANTS, CONVEYS AND SELLS to Bob Buyer and Carol Buyer, husband and wife, of 7853 Patriot Drive, Glenview, Illinois 60025, as joint tenants, with right of survivorship, all interest in the following described real estate situated in the County of COOK, State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

\*This is not homestead property as to Angela Seller

Permanent Index Number(s): 14-17-125-032-0000  
Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor, subject to: general real estate taxes not yet due or payable, any special assessments not yet due or payable; building, building line and use or occupancy restrictions, conditions and covenants of record; zoning laws and ordinances, easements for public utilities; drainage ditches, feeders and drain tile, pipe or other conduit and all other matters of record affecting the property.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Jamie Seller

\_\_\_\_\_  
Angela Seller

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jamie Seller and Angela Seller, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_ e \_\_\_\_\_

**This instrument prepared by:**

ATG Member  
1 South Wacker 24th Floor  
Chicago, IL 60606

**Mail future tax bills to:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**Mail this recorded instrument to:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**TRUSTEE'S DEED**

**This Indenture**, made this 11th day of March, 2019, between Sam Seller as Trustee of the Sam Seller Revocable Trust dated April 11, 2007, party of the first part, and Bob Buyer and Carol Buyer, Husband and wife, as of 7853 Patriot Drive, Glenview, Illinois 60025, as tenants by the entirety, party of the second part.

**Witnesseth.** That said party of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations in hand paid, does hereby grant, sell, and convey unto said party of the second part, the following described real estate, situated in COOK County, State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

Permanent Index Number(s): 14-17-125-032-0000

Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

together with the tenements and appurtenances thereunto belonging.

Subject, however, to the general taxes for the year of 2018 2nd Installment and thereafter, and all covenants, restrictions, and conditions of record, applicable zoning laws, ordinances, and other governmental regulations.

**To Have and To Hold** the same unto said party of the second part, and to the proper use, benefit, and behold forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

**Individual Trustee(s)**

In Witness Whereof, said party of the first part has caused its name to be signed to these presents the day and year first above written.

\_\_\_\_\_  
Sam Seller, as Trustee

\_\_\_\_\_  
Trustee

STATE OF ILLINOIS  
COUNTY OF COOK

)  
) SS  
)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Sam Seller, as Trustee(s) aforesaid, personally known to me to  
be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as  
such Trustee(s), appeared before me this day in person and acknowledged that  
he/she/they signed and delivered said instrument as his/her/their free and voluntary act  
for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Corporate Trustee**

In Witness Whereof, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be  
signed to these presents by its \_\_\_\_\_ Trust Officer and attested by its  
\_\_\_\_\_ Trust Officer, the day and year first above written.

\_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Trust Officer

Attest \_\_\_\_\_  
Trust Officer

STATE OF ILLINOIS  
COUNTY OF COOK

)  
) SS  
)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Sam Seller, as Trustee(s) aforesaid, personally known to me to  
be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as  
such Trustee(s), appeared before me this day in person and acknowledged that  
he/she/they signed and delivered said instrument as his/her/their free and voluntary act  
for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**This instrument prepared by:**

ATG Member  
www.test.com  
1 South Wacker 24th Floor  
Chicago, IL 60606

**Mail future tax bills to:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**Mail this recorded instrument to:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

## WARRANTY DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantor, Sam Seller, single, of the City of Chicago, State of Illinois, for and in consideration of Ten Dollars (\$10.00), and other good and valuable considerations in hand paid, conveys and warrants unto Bob Buyer and Carol Buyer as Co-Trustees of The Buyer Family Trust dated October 31, 2016, the following described real estate in the County of COOK and State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

Permanent Index Number(s): 14-17-125-032-0000

Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

together with the tenements and appurtenances thereunto belonging.

**To Have and To Hold** the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect, and subdivide said premises or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers, and authorities vested in said Trustee, to donate, to dedicate, to mortgage, to pledge or otherwise to encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in *praesenti* or *futuro*, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey, or assign any right, title, or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other

ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased, or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed, or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement, and every deed, trust deed, mortgage, lease, or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of its, his, her, or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails, and proceeds thereof as aforesaid.

And the said Grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the Grantor(s) aforesaid has/have hereunto set his/her/their hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Sam Seller

STATE OF Illinois  
COUNTY OF COOK

) I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO  
) SS HEREBY CERTIFY that Sam Seller, personally known to me to be the same person(s)  
) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed, and delivered the said instruments as his/her/their free and voluntary act, for the uses and purposed therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**TRUSTEE ACCEPTANCE**

The Grantee, Bob Buyer and Carol Buyer as Trustee under the provisions of a trust dated the 11 day of March, 2012, known as Trust Number 12345, hereby acknowledges and accepts this conveyance into the said trust.

\_\_\_\_\_  
As Trustee as Aforesaid

**PREPARED BY:**  
 ATG Memeber  
 1 South Wacker 24th Floor  
 Chicago, IL 60606

**MAIL TAX BILL TO:**  
 Bob Buyer and Carol Buyer  
 4438 N. Racine Ave., #G  
 Chicago, IL 60614

**MAIL RECORDED DEED TO:**  
 Bob Buyer and Carol Buyer  
 4438 N. Racine Ave., #G  
 Chicago, IL 60614

**WARRANTY DEED**  
**Statutory (Illinois)**

THE GRANTOR(S), Sam Seller, single, of the City of Chicago, State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, CONVEY(S) AND WARRANT(S) to Bob Buyer and Carol Buyer, husband and wife, of 7853 Patriot Drive, Glenview, Illinois 60025, as joint tenants, all right, title, and interest in the following described real estate situated in the County of COOK, State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

Permanent Index Number(s): 14-17-125-032-0000  
 Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

Subject, however, to the general taxes for the year of 2018 2nd Installment and thereafter, and all covenants, restrictions, and conditions of record, applicable zoning laws, ordinances, and other governmental regulations.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 Sam Seller by Mike Seller, as agent

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mike Seller, agent for Sam Seller, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ ,

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_

**PREPARED BY:**

ATG Member  
1 South Wacker 24th Floor  
Chicago, IL 60606

**MAIL TAX BILL TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**MAIL RECORDED DEED TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**WARRANTY DEED – LIMITED LIABILITY COMPANY TO INDIVIDUAL  
(Illinois)**

THE GRANTOR(S), ABC, LLC, an Illinois Limited Liability Company, created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration, in hand paid, and pursuant to authority given by the Member(s) of said Limited Liability Company, party of the first part, CONVEYS and WARRANT(S) to Bob Buyer and Carol Buyer, Husband and Wife, of 7853 Patriot Drive, Glenview, Illinois 60025, as tenants by the entirety, party of the second part, the following described Real Estate, situated in the County of COOK, in the State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

THIS IS NOT HOMESTEAD PROPERTY.

Permanent Tax Number: 14-17-125-032-0000

Commonly known as: 4438 N. Racine Ave., #G, Chicago, IL 60614

In Witness Whereof, said party of the first part has caused its name to be signed to these presents by its Authorized Member or Manager this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
Sam Seller, Authorized Member or Manager

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Sam Seller, personally known to me to be the Authorized Member or Manager of , an Illinois Limited Liability Company, and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that as such Authorized Member or Manager, he/she signed and delivered the said instrument pursuant to authority given by the Members of said Limited Liability Company, as the free and voluntary act of the Authorized Member or Manager, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_.

**PREPARED BY:**

ATG Member  
1 South Wacker 24th Floor  
Chicago, IL 60606

**MAIL TAX BILL TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**MAIL RECORDED DEED TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

---

**CORPORATE WARRANTY DEED**  
Statutory (Illinois)

THE GRANTOR(S), ABC, Inc., a corporation created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, CONVEY(S) AND WARRANT(S) to Bob Buyer and Carol Buyer, husband and wife, of 7853 Patriot Drive, Glenview, Illinois 60025, as tenants by the entirety, all right, title, and interest in the following described real estate situated in the County of COOK, State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

Permanent Index Number(s): 14-17-125-032-0000  
Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

Subject, however, to the general taxes for the year of 2018 2nd Installment and thereafter, and all instruments, covenants, restrictions, conditions, applicable zoning laws, ordinances, and regulations of record.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

---

Sam Seller, President

---

Mike Seller, Secretary

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sam Seller and Mike Seller, personally known to me to be the President of \_\_\_\_\_, an Illinois corporation, and and Jim Barber personally know to me to be the Secretary of said corporation, personally know to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Secretary, they signed, sealed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_

**PREPARED BY:**

ATG Member  
1 South Wacker 24th Floor  
Chicago, IL 60606

**MAIL TAX BILL TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**MAIL RECORDED DEED TO:**

Bob Buyer and Carol Buyer  
4438 N. Racine Ave., #G  
Chicago, IL 60614

**QUITCLAIM DEED**

Statutory (Illinois)

THE GRANTOR(S), Sam Seller, divorced and not since remarried and Amy Seller, n/k/a Amy Jones, divorced and not since remarried, of the City of Chicago, State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, CONVEY(S) AND QUITCLAIM(S) Sam Seller, divorced and not since remarried, of Chicago, Illinois 60025, all interest in the following described real estate situated in the County of COOK, State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

Permanent Index Number(s): 14-17-125-032-0000  
Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Sam Seller

\_\_\_\_\_  
Amy Seller n/k/a Amy Jones

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sam Seller and Amy Seller, n/k/a Amy Jones, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said

instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_

Signature of Seller, Buyer, or Attorney: \_\_\_\_\_

ATTORNEYS' TITLE GUARANTY FUND, INC.

STATEMENT BY GRANTOR AND GRANTEE

The grantor or the grantor's agent affirms that, to the best of his or her knowledge, the name of the grantee 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.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Grantor or Agent

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Notary Public

The grantee or the grantee's agent affirms and verifies that the name of the grantee 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.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Grantee or Agent

NOTE: 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.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Notary Public



**PLAT ACT AFFIDAVIT**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_,  
being duly sworn on oath, states that he/she  
resides at \_\_\_\_\_

\_\_\_\_\_  
and that the attached deed or lease is not in  
violation of the Illinois Plat Act for one of  
the following reasons (CIRCLE NUMBER  
BELOW THAT IS APPLICABLE TO  
ATTACHED DEED OR LEASE):

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

Affiant further states that he/she makes this affidavit for the purpose of inducing the Recorder of \_\_\_\_\_  
County, Illinois, to accept the attached deed for recording.

\_\_\_\_\_  
Signature of Affiant

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Notary Public

**PREPARED BY:**

ATG Member  
 1 South Wacker 24th Floor  
 Chicago, IL 60606

**MAIL TAX BILL TO:**

Bob Buyer and Carol Buyer  
 4438 N. Racine Ave., #G  
 Chicago, IL 60614

**MAIL RECORDED DEED TO:**

Bob Buyer and Carol Buyer  
 4438 N. Racine Ave., #G  
 Chicago, IL 60614

**SPECIAL WARRANTY DEED**

THE GRANTOR, Sam Seller, single, of the City of Chicago, State of Illinois, a corporation organized and existing under the laws of the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, GRANTS, CONVEYS AND SELLS to Bob Buyer and Carol Buyer, husband and wife, of 7853 Patriot Drive, Glenview, Illinois 60025, as joint tenants, with right of survivorship, all interest in the following described real estate situated in the County of COOK, State of Illinois, to wit:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

Permanent Index Number(s): 14-17-125-032-0000  
 Property Address: 4438 N. Racine Ave., #G, Chicago, IL 60614

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor, subject to: general real estate taxes not yet due or payable, any special assessments not yet due or payable; building, building line and use or occupancy restrictions, conditions and covenants of record; zoning laws and ordinances, easements for public utilities; drainage ditches, feeders and drain tile, pipe or other conduit and all other matters of record affecting the property.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_ Sam Seller

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sam Seller, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me

this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exempt under the provisions of paragraph \_\_\_\_\_ e \_\_\_\_\_

# **Affidavit of Heirship Drafting Checklist**

Effective Date:

Friday, December 7, 2012 - 11:15am

The elements of a proper affidavit of heirship include the following:

1. The affidavit must be in a form that is signed and sworn to by a person in a position to know the facts (a close relative or close acquaintance);
2. The affidavit must be notarized and the affiant's address should appear on the instrument;
3. Where the affiant claims to be the sole heir, then a corroborative affidavit by a disinterested person may be necessary;
4. The date of death, with an attached copy of the death certificate;
5. A recital that the decedent was the owner of land;
6. The value of the decedent's estate for federal tax purposes;
7. Whether the decedent died testate or intestate, with an attached copy of the will, if testate;
8. The number of times the decedent was married or a party to a civil union, the names of each spouse or civil union partner, and the reason for the termination of each marriage or civil union;
9. The number of children born to each marriage, the name of each child, and his or her age and marital status;
10. A positive statement that only the children listed were born of each marriage;
11. A positive statement that only the children listed were born to the deceased;
12. Whether the decedent did or did not adopt any children, and, if so, the name, age and marital status of each;
13. Whether any child of the decedent has died, if so, the date of death and all information necessary to determine whether there may be heirs or a per stirpes distribution;
14. If a child or spouse or civil union partner died after the deceased owner, that heir's share will pass through the heir's estate. Therefore, the heir's estate will have to be examined separately to determine the devolution of that share. That heir's estate must be examined, using the same procedure outlined in this chapter, including the affidavit of heirship; and
15. Where the decedent left no descendants, spouse or civil union partner, the affidavit must affirmatively so state before listing ancestors or collaterals.

The law in effect at the decedent's date of death governs heirship

# ATTORNEYS' TITLE GUARANTY FUND, INC.

## PERSONAL UNDERTAKING

WHEREAS, Attorneys' Title Guaranty Fund, Inc., an Illinois Corporation, hereinafter referred to as ATG®, is considering the issuance

of one of its title insurance policies to insure \_\_\_\_\_ against loss by reason of defects in the title to certain real estate located in \_\_\_\_\_ County, State of \_\_\_\_\_, and described as follows:

AND, WHEREAS, the ATG member who has examined the title to said real estate has raised certain objections to said title as follows:

1. Claims against the Estate of \_\_\_\_\_, Deceased.
2. Federal Estate Tax, Illinois Estate Tax and Illinois Generation-Skipping Transfer Tax which may be charged against the Estate of the Decedent.

AND, WHEREAS, ATG may hereafter in the ordinary course of business, issue another policy or policies insuring against loss by reason of defects in the title to said real estate, or to some part or parts thereof or interest therein, without mention of said objections;

NOW, THEREFORE, in consideration of the issuance of said title insurance policy, and the sum of one dollar (\$1) in hand paid to the undersigned by ATG, receipt whereof is hereby acknowledged, the undersigned do hereby, for themselves, their heirs, personal representatives and assigns, covenant and agree with ATG:

1. To fully protect, defend, and save ATG harmless from and against said defects in title, and each of them;
2. To forever fully protect, defend, and save harmless ATG from any and all loss, cost, damages, attorneys' and solicitors' fees and expenses of every kind and nature which it may suffer, expend, or incur under or by reason, or in consequence of, said title insurance policy or policies, on account or in consequence of or growing out of said defects in title, or any of them, or on account of the assertion or enforcement, or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which may at any time be claimed to exist under or by reason, or in consequence of or growing out of these said defects in title or any of them;
3. That each and every provision hereof shall extend to and be enforced concerning any and every other title insurance policy or policies which ATG may at any time or times hereafter issue, insuring against loss by reason of said defects in the title to said real estate, or any part or parts thereof or interests therein.

ATTORNEYS' TITLE GUARANTY FUND, INC.

**PERSONAL UNDERTAKING**  
**(continued)**

In case the liens, claims, encumbrances, defects in or objections to the title aforesaid are paid, discharged, satisfied, or removed from the title to said real estate to the satisfaction of ATG (as to which ATG shall be the sole judge), then the above obligation to be void otherwise to remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

**REQUIREMENTS FOR ACCEPTANCE OF PERSONAL UNDERTAKING AND ADDITIONAL PREMIUM PAYMENT FOR A BOND IN LIEU OF PROBATE**

The following documentation should be retained by the Member or submitted to a Staff Attorney for review:

- Affidavit of Heirship (See attached checklist)
- A Certified or Uncertified Copy of the Death Certificate
- A Copy of Will (if the decedent died testate)
- Personal Undertaking form (See attached copy)
- All heirs should execute deed conveying title.
- Illinois Estate Tax and Illinois Generation-Skipping Transfer Tax release or final receipt(if applicable)
- Federal Estate Tax release or estate closing letter (if applicable)
  - **NOTE:** Upon review and acceptance of the above documentation, title will be shown in the decedent's heirs, by name, in accordance with the intestacy laws of Illinois. If they are different parties, deeds from the legatees under the will to the heirs (or deeds from the heirs to the legatees) will be required in order to confirm title in said grantees.

Upon review and acceptance of the above documentation, the premium charged is based upon the purchase price as follows:

If the decedent has been deceased for:

0-1 year	the charge is 2% of the purchase price
1-2 years	the charge is 1 % of the purchase price
more than 2 years	no charge is required

- **NOTE:** The above list of requirements is not meant to be exclusive. Additional documentation may be required in certain circumstances. Please confer with a Staff Attorney well in advance of the anticipated closing to avoid any unnecessary delays.

OMB No. 1545-0997

Filer's Name, Street Address, City, State, ZIP code, and Telephone no.	Seller/Transferor's Name and Address
Attorneys' Title Guaranty Fund, Inc. 2102 Windsor Place Champaign, IL 61820-7758 217-359-2000	<b>Transferor's Name:</b>  Sam Seller
<b>Filer's Federal Identification Number:</b> 37-1222620	<b>Street Address (including apt. no.):</b> 4438 N. Racine Ave., #G
<b>Telephone number and name of contact for questions about this statement:</b> (800) 252-0402, extension 2136, Charlie Howard	<b>City, State, and ZIP code:</b> Chicago, IL 60614
<b>Closer:</b> Patty Woods	<b>Transferor's Identification Number:</b> XXX-XX-6789
<b>Account or escrow number:</b> 190900104688	

**Transaction Information**

<b>1. Date of Closing</b>	03/11/2019
<b>2. Gross Proceeds:</b> \$375,000.00	<b>Allocation of Gross Proceeds to this Transferor:</b> \$375,000.00
<b>3. Address or legal description (including city, state, and ZIP code)</b>	4438 N. Racine Ave., #G Chicago, IL 60614
<b>4. Check here if the transferor received or will receive property or services as part of the consideration</b>	<input type="checkbox"/>
<b>5. Check here if the transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust)</b>	<input type="checkbox"/>
<b>6. Buyer's part of real estate tax</b>	

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

You are required by law to provide the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer Identification Number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

\_\_\_\_\_  
**Sam Seller**

\_\_\_\_\_  
**Date**

<p><b>Instructions for Transferor</b></p> <p>For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.</p> <p><b>Federal mortgage subsidy.</b> You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:</p> <ul style="list-style-type: none"> <li>You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.</li> <li>Your original mortgage loan was provided after 1990.</li> <li>You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.</li> <li>Your income for the year you sold or disposed of your home was over a specified amount.</li> </ul> <p>This will increase your tax. See Form 8828 and Pub. 523.</p> <p><b>Transferor's taxpayer identification number.</b> For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.</p>	<p><b>Account number.</b> May show an account or other unique number the filer assigned to distinguish your account.</p> <p><b>Box 1.</b> Shows the date of closing.</p> <p><b>Box 2.</b> Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.</p> <p><b>Box 3.</b> Shows the address or legal description of the property transferred.</p> <p><b>Box 4.</b> If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.</p> <p><b>Box 5.</b> If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).</p> <p><b>Box 6.</b> Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.</p>
--	---



ATTORNEYS' TITLE GUARANTY FUND, INC.

**CERTIFICATION FOR NO INFORMATION REPORTING ON  
THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE**

Test Member  
123 Main  
Chicago, IL 60606  
99-9999999

*File No.: 190900104688*

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. **If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (and a "true" or "not applicable" response to assurance (7)), no information reporting to the seller or to the Service will be required for that seller.** The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

**Part I: Seller Information**

1. Name: Sam Seller
2. Address or legal description (including city, state, and ZIP code) of residence being sold or exchanged: 4438 N. Racine Ave., #G, Chicago, IL 60614
3. New Address \_\_\_\_\_

**PART II: SELLER ASSURANCES**

- Check "true" or "false" for assurances 1 through 5, and "true," "false," or "not applicable" for assurance 6:
- |  | True  | False |
|--|-------|-------|
| 1. I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.  | _____ | _____ |
| 2. I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.  | _____ | _____ |
| 3. I (or my spouse, if I was married at the time during the period beginning May 6, 1997, and ending today) have not used any portion of the residence has been used for business or rental purposes after May 6, 1997.  | _____ | _____ |
| 4. The full amount of the gain on such sale or exchange is excludable from gross income under section 121, and there have been no periods of nonqualified use, as defined in Internal Revenue Code Section 121(b)(5), after December 21, 2008.   | _____ | _____ |
| 5. At least one of the following three statements applies:<br>The sale or exchange is of the entire residence for \$250,000 or less; or<br>I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less; or<br>I am married, the sale or exchange is of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence. | _____ | _____ |
| 6. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied   | N/A   | _____ |
| 7. If my basis in the residence is determined by reference to the basis in the hands of the person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which Section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.  | _____ | _____ |

**Part III: Seller Certification**

Under penalties of perjury, each signatory to this Certification certifies that all of the above information is true as of the end of the day of the sale or exchange

Sam Seller	123-45-6789 Taxpayer Identification No. (TIN)	_____ Date
------------	--	---------------

ATTORNEYS' TITLE GUARANTY FUND, INC.

SOLICITATION OF TAXPAYER IDENTIFICATION NUMBER

Test Member
123 Main
Chicago, IL 60606
99-9999999

ATG Commitment No.: 190900104688

You are required by law to provide Attorneys' Title Guaranty Fund, Inc., with your current Taxpayer Identification Number. If you do not provide Attorneys' Title Guaranty Fund, Inc., with your correct Taxpayer Identification Number, you may be subject to civil or criminal penalties imposed by law.

Name of Payee: Sam Seller (as reported to the IRS on tax returns or on Forms W-9 or SS-4)

Address: 4438 N. Racine Ave., #G

City, State, Zip: Chicago, IL 60614

This is a forwarding address [ ] This is a foreign address: [ ]

Taxpayer Identification Number/Social Security Number: 123-45-6789

Are you a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust)? [ ] Yes [x] No

Allocation Among Multiple Transferors

If there are multiple transferors/sellers in this transaction, the sales price of \$375,000.00 must be allocated among all of the transferors/sellers. If a complete allocation of 100 percent of the sales price is not provided to the reporting person, then the Internal Revenue Regulations require that the balance of the unallocated sales price be reported 100 percent to each of the transferors/sellers for whom an allocation has not been received. If the reporting person receives conflicting allocations, the Regulations require that 100 percent of the sales price be reported to each transferor/seller. The allocation must be received on or before the date of closing of the transaction

Please indicate below the amount of the sales price to be allocated to the above transferor/payee:

- a. [ ] 100% of the sales price of \$375,000.00
OR
b. [ ] The specific dollar amount of \$

Certification: Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Signature Date

Please return form to: Test Member
123 Main
Chicago, IL 60606
99-9999999

ATTORNEYS' TITLE GUARANTY FUND, INC.

PERSONAL UNDERTAKING WITH TITLE INDEMNITY DEPOSIT AGREEMENT

Attorneys' Title Guaranty Fund, Inc. (ATG®) is about to issue its title insurance policy with respect to the land described in ATG's

Commitment to Insure: OMC 190900104688.

ATG has noted as exception(s) on Schedule B of the above commitment (all referred to as Exceptions) the following:

Raise exception to be insured over or the purpose for the TI  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATG has been asked to issue its title insurance policy or policies, either deleting the Exceptions or insuring against loss by reason of them.

ATG may issue either concurrently with this Personal Undertaking with Title Indemnity Deposit Agreement (the Agreement) or later and in the ordinary course of its business a title insurance policy or policies in the form or forms now or then used by ATG, either deleting the Exceptions or insuring against loss by reason of them or may be subject to liability by reason of other title companies issuing policies free of or insuring against the Exceptions.

In consideration of the issuance of the title insurance policy or policies, the undersigned, jointly and severally, for themselves, their heirs, personal representatives and assigns, covenant with ATG:

1. To forever defend and save ATG harmless from all the Exceptions, from any loss, costs, damages, attorneys' fees, and expenses of every kind that ATG may suffer, expend, or incur under, or by reason of, the title insurance policy, on account of the Exceptions, or any of them, or on account of the assertion or enforcement or attempted assertion or enforcement thereof, or of any rights existing or later arising out of, or that may at any time be claimed to exist under, the Exceptions or any of them;
2. To provide for the defense, at their own expense, on behalf of ATG and the parties to whom ATG may be liable against loss under the title insurance policy (but without prejudice to the right of ATG to defend if it elects) in all litigation consisting of actions based on any of the Exceptions that may be asserted, established, or enforced in respect to the land or any interest therein;
3. To discharge, eliminate, or satisfy all of the Exceptions by the following date: \_\_\_\_\_ Please leave this blank \_\_\_\_\_ ;
4. That each provision of this Agreement shall be in force concerning all commitments and policies, whether issued by ATG or other title insurance companies where ATG may ultimately be liable by reason of subrogation or otherwise.

The undersigned deposits with ATG the sum of \$ 10,000.00 (the Deposit). The Deposit shall be under the absolute control of ATG to indemnify ATG as provided in this Agreement.

ATG shall have the right at any time, when it shall deem it in its interest so to do, in its sole discretion to use the Deposit in such manner and in such amounts as ATG believes necessary for the discharge, elimination, or satisfaction of any of the Exceptions, or for the purpose of acquiring any Exceptions, or for the purpose of reimbursing anyone who may have removed any Exceptions, or to reimburse ATG for any and all loss, costs, damages, attorneys' fees, and expenses of every kind that ATG may incur by reason of the title insurance policy on account of the Exceptions, or on account of the assertion or enforcement or attempted assertion or enforcement thereof, or of any rights existing under or later arising out of, or that may at any time be claimed to exist under, the Exceptions or any of them. If the Deposit has been made for purposes of deleting or insuring against loss by reason of an Exception for an Illinois revenue lien or liens, ATG shall apply the Deposit in satisfaction or release of the Exception upon written demand therefor by the Illinois Department of Revenue.

In case of litigation involving this Agreement, the costs and attorneys' fees of ATG may be paid or retained by ATG out of the Deposit. If the Deposit is insufficient, the costs and attorneys' fees shall be paid by the undersigned.

If ATG shall find that its liability shall have increased for any reason, ATG may call on the undersigned for an additional deposit sufficient to indemnify ATG against the increase in liability. In that event, the undersigned shall promptly pay to ATG the requested

ATTORNEYS' TITLE GUARANTY FUND, INC.

PERSONAL UNDERTAKING WITH TITLE INDEMNITY DEPOSIT AGREEMENT  
(continued)

deposit.

ATG shall be under no duty to invest the Deposit. ATG shall have the power and authority to commingle the Deposit with its other Deposits. All income derived from any use that ATG may make of any Deposits under this Agreement shall belong to ATG.

In the event there are other supposed rights, interests, liens, claims, encumbrances, or defects in title in addition to the Exceptions that create liability for ATG, ATG may use the Deposit to satisfy, in whole or in part, these additional matters.

In case: (1) any of the Exceptions are removed without the use of the Deposit to the satisfaction of ATG (as to which ATG shall be the sole judge); (2) any surplus remains in the hands of ATG after it shall have reimbursed itself for all loss, damages, or disbursements; the Deposit or surplus, after deducting the costs, fees for services and attorneys' fees, if any, of ATG shall on demand be paid to:

Sam Seller Taxpayer I.D. Number: 123-45-6789

The return of the Deposit shall not be construed as a termination or release of the Agreement nor any of the undersigned's duties or obligations under this Agreement. ATG SHALL BE ENTITLED TO FIVE WORKING DAYS NOTICE PRIOR TO ANY RELEASE OF FUNDS.

ATG shall not be under any obligation to recognize any assignment of the Deposit until the original or a signed duplicate of the assignment, accepted in writing by the assignee, is deposited with and accepted in writing by ATG.

The undersigned agrees to pay a handling charge in the amount of \$ 175.00, under this Agreement. If the Exceptions are not discharged, eliminated, or satisfied within 30 calendar days of the date set forth in paragraph (3) on the preceding page, ATG shall thereafter charge an additional handling charge to be paid out of the Deposit, or if the Deposit is insufficient, paid by the undersigned. The charge under the preceding sentence shall be \$25.00 or 10% of the amount deposited, whichever sum is greater, per year, or any part thereof.

The Deposit is for the purpose of security for the undersigned's performance of this Agreement. ATG's possession of the Deposit does not create any fiduciary obligation on the part of ATG for the benefit of the undersigned or any other party.

The failure of ATG to demand the performance by the undersigned of any duty or obligation under this Agreement shall not be construed as a waiver of ATG's right to demand performance at any later time. This Agreement is solely between ATG and the undersigned and is not intended to be nor shall it be construed to be for the benefit of any third party. This Agreement constitutes the entire agreement of and between ATG and the undersigned. Should any provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, such finding shall not invalidate or render unenforceable any other provision contained herein.

Entered into this:

Day of Month, Year

Signature

Address

City, State, Zip

Signature

Address

City, State, Zip

Accepted by ATG

By:

# ATTORNEYS' TITLE GUARANTY FUND, INC.

## PERSONAL UNDERTAKING

WHEREAS, Attorneys' Title Guaranty Fund, Inc., an Illinois Corporation, hereinafter referred to as ATG®, is considering the issuance of one of its title insurance policies to insure Bob and Carol Buyer against loss by reason of defects in the title to certain real estate located in COOK County, State of IL, and described as follows:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

AND, WHEREAS, the ATG member who has examined the title to said real estate has raised certain objections to said title as follows:

Raise the title objection here

AND, WHEREAS, ATG may hereafter in the ordinary course of business, issue another policy or policies insuring against loss by reason of defects in the title to said real estate, or to some part or parts thereof or interest therein, without mention of said objections;

NOW, THEREFORE, in consideration of the issuance of said title insurance policy, and the sum of one dollar (\$1) in hand paid to the undersigned by ATG, receipt whereof is hereby acknowledged, the undersigned do hereby, for themselves, their heirs, personal representatives and assigns, covenant and agree with ATG:

1. To fully protect, defend, and save ATG harmless from and against said defects in title, and each of them;
2. To forever fully protect, defend, and save harmless ATG from any and all loss, cost, damages, attorneys' and solicitors' fees and expenses of every kind and nature which it may suffer, expend, or incur under or by reason, or in consequence of, said title insurance policy or policies, on account or in consequence of or growing out of said defects in title, or any of them, or on account of the assertion or enforcement, or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which may at any time be claimed to exist under or by reason, or in consequence of or growing out of these said defects in title or any of them;
3. That each and every provision hereof shall extend to and be enforced concerning any and every other title insurance policy or policies which ATG may at any time or times hereafter issue, insuring against loss by reason of said defects in the title to said real estate, or any part or parts thereof or interests therein.

In case the liens, claims, encumbrances, defects in or objections to the title aforesaid are paid, discharged, satisfied, or removed from the title to said real estate to the satisfaction of ATG (as to which ATG shall be the sole judge), then the above obligation to be void otherwise to remain in full force and effect.

Dated this 26th day of April, 2019

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

ATTORNEYS' TITLE GUARANTY FUND, INC.

**CHAMPAIGN**  
P.O. Box 9136  
Champaign, IL 61826-9136  
217.359.2000  
Fax: 217.359.2014

**CHICAGO**  
One South Wacker Drive  
24<sup>th</sup> Floor  
Chicago, IL 60606-4654  
312.372.8361  
Fax: 312.372.9509

**MADISON**  
2418 Crossroads Drive  
Suite 1600  
Madison, WI 53718-2420  
608.442.8130  
Fax: 608.442.8159

**JOINT ORDER ESCROW INSTRUCTIONS**

ATG File No. \_\_\_\_\_

Escrow No. \_\_\_\_\_

Date: \_\_\_\_\_

TO: ATTORNEYS' TITLE GUARANTY FUND, INC. (Escrowee)

The undersigned Buyers and Sellers or their representatives hereby deposit the amount of \$ \_\_\_\_\_ with you.

These funds are to be held until the date of \_\_\_\_\_.

You are hereby authorized and directed to hold this amount until you receive a written direction from both the undersigned Buyers and Sellers or their representatives to disburse said funds.

In the event of a dispute among the Buyers, Sellers, or Escrowee, Escrowee is hereby authorized to seek a court order from the Circuit Court as to how to proceed. An escrow fee of \$ 300.00 \_\_\_\_\_, attorneys' fees, and court costs incurred by Attorneys' Title Guaranty Fund, Inc. will be shared equally between the Buyers and Sellers, which may be paid or retained by Escrowee out of the escrowed funds. If the escrowed funds are insufficient to pay the escrow fee, attorneys' fees, and court costs, the undersigned shall deposit with the Escrowee sufficient additional funds to indemnify or reimburse Escrowee for such escrow fee, attorneys' fees, and court costs.

If the escrow deposit is not satisfied or disbursed within 30 calendar days of the date set forth in these Escrow Instructions, ATG shall thereafter charge an additional maintenance fee of \$200 per year, to be paid out of the Escrow Deposit by the parties.

Escrowee shall be under no duty to invest any funds deposited hereunder without an express written direction from both the undersigned Buyers and Sellers or their representatives.

**BUYERS or REPRESENTATIVE**

**SELLERS or REPRESENTATIVE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

ACCEPTED: Attorneys' Title Guaranty Fund, Inc.

By: \_\_\_\_\_  
Authorized Officer

ATTORNEYS' TITLE GUARANTY FUND, INC.

**PAYOUT AUTHORIZATION**

TO: Attorneys' Title Guaranty Fund, Inc.

Date: \_\_\_\_\_

You are authorized and directed to payout the above funds as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

BUYERS or REPRESENTATIVE

SELLERS or REPRESENTATIVE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



⚡ ATTORNEYS' TITLE GUARANTY FUND, INC.

**CHAMPAIGN**  
2102 Windsor Place  
P.O. Box 9136  
Champaign, IL 61826-9136  
217.359.2000  
Fax: 217.359.2014

**CHICAGO**  
One South Wacker Drive  
24<sup>th</sup> Floor  
Chicago, IL 60606-4654  
312.372.8361  
Fax: 312.372.9509

**WISCONSIN**  
N14W23800 Stone Ridge Drive  
Suite 120  
Waukesha, WI 53188-1144  
262.347.0102  
Fax: 262.347.0110

**SINGLE ORDER ESCROW INSTRUCTIONS**

Escrow No.: \_\_\_\_\_

Date: \_\_\_\_\_

ATG® Member Name: \_\_\_\_\_ Member No.: \_\_\_\_\_

To: ATTORNEYS' TITLE GUARANTY FUND, INC. (Escrowee)

The undersigned or his/her/their representatives hereby deposit the following with you:

- a. Funds in the amount of \$ \_\_\_\_\_; and/or
- b. Documents: \_\_\_\_\_

You are hereby authorized and directed to hold this amount until you receive a written direction from the undersigned or their representatives to disburse said funds, or a court order authorizing the disbursement.

In the event of a dispute as to the disbursement of the deposits, whether between the undersigned and Escrowee, or otherwise, Escrowee is hereby authorized to seek a court order from the Circuit Court as to how to proceed. An escrow fee of \$ \_\_\_\_\_, attorneys' fees, and court costs incurred by Attorneys' Title Guaranty Fund, Inc., may be paid or retained by Escrowee out of the escrowed funds. If the escrowed funds are insufficient to pay the escrow fee, attorneys' fees, and court costs, the undersigned shall deposit with the Escrowee sufficient additional funds to indemnify or reimburse Escrowee for such escrow fee, attorneys' fees, and court costs.

If the Escrow Deposit is not satisfied or disbursed within 30 calendar days of the date set forth in these Escrow Instructions, ATG shall thereafter charge an additional maintenance fee of \$200 per year, to be paid out of the Escrow Deposit by the parties.

Escrowee shall be under no duty to invest any funds deposited hereunder without an express written direction from the undersigned or his/her/their representatives.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

ACCEPTED:

⚡ ATTORNEYS' TITLE GUARANTY FUND, INC.

By: \_\_\_\_\_  
Authorized Officer



ATTORNEYS'  
TITLE  
GUARANTY  
FUND,  
INC.

Illinois Offices:

CHAMPAIGN | CHICAGO  
ARLINGTON HEIGHTS | BELLEVILLE  
FRANKFORT | GURNEE | LIBERTYVILLE  
LOMBARD | OAK LAWN | SKOKIE | WHEATON  
800 252 0402

Wisconsin Office:

WAUKESHA  
800 788 8989  
[www.atgf.com](http://www.atgf.com)

**NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS  
STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY.**

PLEASE READ THIS NOTICE CAREFULLY. The form that you will be signing is a legal document. It is governed by the Illinois Power of Attorney Act. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

The purpose of this Power of Attorney is to give your designated “agent” broad powers to handle your financial affairs, which may include the power to pledge, sell, or dispose of any of your real or personal property, even without your consent or any advance notice to you. When using the Statutory Short Form, you may name successor agents, but you may not name co-agents.

This form does not impose a duty upon your agent to handle your financial affairs, so it is important that you select an agent who will agree to do this for you. It is also important to select an agent whom you trust, since you are giving that agent control over your financial assets and property. Any agent who does act for you has a duty to act in good faith for your benefit and to use due care, competence, and diligence. He or she must also act in accordance with the law and with the directions in this form. Your agent must keep a record of all receipts, disbursements, and significant actions taken as your agent.

Unless you specifically limit the period of time that this Power of Attorney will be in effect, your agent may exercise the powers given to him or her throughout your lifetime, both before and after you become incapacitated. A court, however, can take away the powers of your agent if it finds that the agent is not acting properly. You may also revoke this Power of Attorney if you wish.

This Power of Attorney does not authorize your agent to appear in court for you as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois. The powers you give your agent are

explained more fully in Section 3-4 of the Illinois Power of Attorney Act. This form is a part of that law. The “NOTE” paragraphs throughout this form are instructions.

You are not required to sign this Power of Attorney, but it will not take effect without your signature. You should not sign this Power of Attorney if you do not understand everything in it, and what your agent will be able to do if you do sign it.

Please place your initials on the following line indicating that you have read this Notice:

Sam Seller's  
Initials  
Principal's  
Initials

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

1. I, Sam Seller
Name of Principal
4438 N. Racine, #G, Chicago, IL 60640
Address of Principal

hereby revoke all prior powers of attorney for property executed by me and appoint:

ATG Member
Name of Agent
One S. Wacker 24th Floor, Chicago, IL 60606
Address of Agent

(NOTE: You may not name co-agents using this form.)

as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(NOTE: You must strike out any one or more of the following categories of powers you do not want your agent to have. Failure to strike the title of any category will cause the powers described in that category to be granted to the agent. To strike out a category, you must draw a line through the title of that category.)

- a. Real estate transactions
b. Financial institution transactions
c. Stock and bond transactions
d. Tangible personal property transactions
e. Safe deposit box transactions
f. Insurance and annuity transactions
g. Retirement plan transactions
h. Social Security, employment, and military service benefits
i. Tax matters
j. Claims and litigation
k. Commodity and option transactions
l. Business operations
m. Borrowing transactions
n. Estate transactions
o. All other property powers and transactions

(NOTE: Limitations on and additions to the agent's powers may be included in this power of attorney if they are specifically described below.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars: (NOTE: Here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent.)

Blank lines for specifying limitations on powers.

3. In addition to the powers granted above, I grant my agent the following powers:

(NOTE: Here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants, or revoke or amend any trust specifically referred to below.)

The power to sign contracts, deeds, mortgages, loan documents, and any and all closing documents necessary to facilitate the Sale 4438 N. Racine Ave., #G, Chicago, IL 60614 and the purchase of 1313 Mockingbird Lane, Northbrook, IL 60062

(NOTE: Your agent will have authority to employ other persons as necessary to enable the agent to properly exercise the powers granted in this form, but your agent will have to make all discretionary decisions. If you want to give your agent the right to delegate discretionary decision-making powers to others, you should keep paragraph 4; otherwise, it should be struck out.)

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(NOTE: Your agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out paragraph 5 if you do not want your agent to also be entitled to reasonable compensation for services as agent.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(NOTE: This power of attorney may be amended or revoked by you at any time and in any manner. Absent amendment or revocation, the authority granted in this power of attorney will become effective at the time this power is signed and will continue until your death, unless a limitation on the beginning date or duration is made by initialing and completing one or both of paragraphs 6 and 7:)

6.            This power of attorney shall become effective on upon signing  
Initial

(NOTE: Insert a future date or event during your lifetime, such as a court determination of your disability or a written determination by your physician that you are incapacitated, when you want this power to first take effect.)

7.            This power of attorney shall terminate on 6/31/2019  
Initial

(NOTE: Insert a future date or event, such as a court determination that you are not under a legal disability or a written determination by your physician that you are not incapacitated, if you want this power to terminate prior to your death.)

(NOTE: If you wish to name one or more successor agents, insert the name and address of each successor agent in paragraph 8.)

8. If any agent named by me shall die, become incompetent, resign, or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent:

Mike Seller

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

(NOTE: If you wish to, you may name your agent as guardian of your estate if a court decides that one should be appointed. To do this, retain paragraph 9, and the court will appoint your agent if the court finds that this appointment will serve your best interests and welfare. Strike out paragraph 9 if you do not want your agent to act as guardian.)

9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

(NOTE: This form does not authorize your agent to appear in court for you as an attorney at law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois.)

11. The Notice to Agent is incorporated by reference and included as part of this form.

Dated: April 26, 2019 Sam Seller Signature of Principal

(NOTE: This power of attorney will not be effective unless it is signed by at least one witness and your signature is notarized, using the form below. The notary may not also sign as a witness.)

The undersigned witness certifies that Sam Seller, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness is not:

- a. the attending physician or mental health service provider or a relative of the physician or provider;
- b. an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident;
- c. a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or
- d. an agent or successor agent under the foregoing power of attorney.

Dated: April 26, 2019



Witness

(NOTE: Illinois requires only one witness, but other jurisdictions may require more than one witness. If you wish to have a second witness, have him or her certify and sign here:)

(Second witness) The undersigned witness certifies that Sam Seller, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness is not:

- a. the attending physician or mental health service provider or a relative of the physician or provider;
- b. an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident;
- c. a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or
- d. an agent or successor agent under the foregoing power of attorney.

Dated: \_\_\_\_\_

Witness

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

The undersigned, **NOT THE AGENT!!!**, a notary public in and for the above county and state, certifies that, Sam Seller, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witness(es) **PRINT THE NAME OF WITNESS HERE!!!** (and \_\_\_\_\_) in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth, and certified to the correctness of the signature(s) of the agent(s).

Name of Witness

(Name of Second Witness)

Dated: \_\_\_\_\_

**NOT THE AGENT!!!**

Notary Public

(SEAL)

My commission expires \_\_\_\_\_

Date

(NOTE: You may, but are not required to, request your agent and successor agents to provide specimen signatures below. If you include specimen signatures in this power of attorney, you must complete the certification opposite the signatures of the agents.)

Specimen signatures of agent (and successors):

I certify that the signatures of my agent (and successors) are genuine.

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Successor Agent

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Successor Agent

\_\_\_\_\_  
Principal

(NOTE: The name, address, and phone number of the person preparing this form or who assisted the principal in completing this form should be inserted below.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

### NOTICE TO AGENT

When you accept the authority granted under this power of attorney, a special legal relationship, known as agency, is created between you and the principal. Agency imposes upon you duties that continue until you resign or the power of attorney is terminated or revoked.

As agent you must:

- (1) do what you know the principal reasonably expects you to do with the principal's property;
- (2) act in good faith for the best interest of the principal, using due care, competence, and diligence;
- (3) keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;
- (4) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest; and
- (5) cooperate with a person who has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually in the principal's best interest.

As agent you must not do any of the following:

- (1) act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
- (2) do any act beyond the authority granted in this power of attorney;
- (3) commingle the principal's funds with your funds;
- (4) borrow funds or other property from the principal, unless otherwise authorized;
- (5) continue acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney, such as the death of the principal, your legal separation from the principal, or the dissolution of your marriage to the principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name "as Agent" in the following manner:

"(Principal's Name) by (Your Name) as Agent"

The meaning of the powers granted to you is contained in Section 3-4 of the Illinois Power of Attorney Act, which is incorporated by reference into the body of the power of attorney for property document.

If you violate your duties as agent or act outside the authority granted to you, you may be liable for any damages, including attorney's fees and costs, caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney.

## SECTION 3-4 OF THE ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW

Section 3-4. **Explanation of powers** granted in the statutory short form power of attorney for property. This Section defines each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent. When the title of any of the following categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principal's rights, powers and discretions with respect to the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction covered by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant or tenant in common or held in any other form; but the agent will not have power under any of the statutory categories a. through o. to make gifts of the principal's property, to exercise powers to appoint to others or to change any beneficiary whom the principal has designated to take the principal's interests at death under any will, trust, joint tenancy, beneficiary form or contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsibility for the principal's property or affairs; but when granted powers are exercised, the agent will be required to use due care to act for the benefit of the principal in accordance with the terms of the statutory property power and will be liable for negligent exercise. The agent may act in person or through others reasonably employed by the agent for that purpose and will have authority to sign and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent.

- a. **Real estate transactions.** The agent is authorized to buy, sell, exchange, rent and lease real estate (which term includes, without limitation, real estate subject to a land trust and all beneficial interests in and powers of direction under any land trust); collect all rent, sale proceeds and earnings from real estate; convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate; create land trusts and exercise all powers under land trusts; hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate; pay, contest, protest and compromise real estate taxes and assessments; and, in general, exercise all powers with respect to real estate which the principal could if present and under no disability.
- b. **Financial institution transactions.** The agent is authorized to open, close, continue, and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability. This authorization shall also apply to any Totten Trust, Payable on Death Account, or comparable trust account arrangement where the terms of such trust are contained entirely on the financial institution's signature card, insofar as an agent shall be permitted to withdraw income or principal from such account, unless this authorization is expressly limited or withheld under paragraph 2 of the form prescribed under Section 3-3. This authorization shall not apply to accounts titled in the name of any trust subject to the provisions of the Trusts and Trustees Act, for which specific reference to the trust and a specific grant of authority to the agent to withdraw income or principal from such trust is required pursuant to Section 2-9 of the Illinois Power of Attorney Act and subsection (n) of this Section.
- c. **Stock and bond transactions.** The agent is authorized to buy and sell all types of securities (which term includes, without limitation, stocks, bonds, mutual funds and all other types of investment securities and financial instruments); collect, hold and safekeep all dividends, interest, earnings, proceeds of sale, distributions, shares, certificates and other evidences of ownership paid or distributed with respect to securities; exercise all voting rights with respect to securities in person or by proxy, enter into voting trusts and consent to limitations on the right to vote; and, in general, exercise all powers with respect to securities which the principal could if present and under no disability.
- d. **Tangible personal property transactions.** The agent is authorized to buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.
- e. **Safe deposit box transactions.** The agent is authorized to open, continue and have access to all safe deposit boxes; sign, renew, release or terminate any safe deposit contract; drill or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit matters which the principal could if present and under no disability.
- f. **Insurance and annuity transactions.** The agent is authorized to procure, acquire, continue, renew, terminate or otherwise deal with any type of insurance or annuity contract (which terms include, without limitation, life, accident, health, disability, automobile casualty, property or liability insurance); pay premiums or assessments on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annuity contract; and, in general, exercise all powers with respect to insurance and annuity contracts which the principal could if present and under no disability.
- g. **Retirement plan transactions.** The agent is authorized to contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of



employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

- h. **Social Security, unemployment, and military service benefits.** The agent is authorized to prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service and governmental benefits which the principal could if present and under no disability.
- i. **Tax matters.** The agent is authorized to sign, verify and file all the principal's federal, state and local income, gift, estate, property and other tax returns, including joint returns and declarations of estimated tax; pay all taxes; claim, sue for and receive all tax refunds; examine and copy all the principal's tax returns and records; represent the principal before any federal, state or local revenue agency or taxing body and sign and deliver all tax powers of attorney on behalf of the principal that may be necessary for such purposes; waive rights and sign all documents on behalf of the principal as required to settle, pay and determine all tax liabilities; and, in general, exercise all powers with respect to tax matters which the principal could if present and under no disability.
- j. **Claims and litigations.** The agent is authorized to institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim in favor of or against the principal or any property interests of the principal; collect and receipt for any claim or settlement proceeds and waive or release all rights of the principal; employ attorneys and others and enter into contingency agreements and other contracts as necessary in connection with litigation; and, in general, exercise all powers with respect to claims and litigation which the principal could if present and under no disability.
- k. **Commodity and option transactions.** The agent is authorized to buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.
- l. **Business operations.** The agent is authorized to organize or continue and conduct any business (which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation) in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.
- m. **Borrowing transactions.** The agent is authorized to borrow money; mortgage or pledge any real estate or tangible or intangible personal property as security for such purposes; sign, renew, extend, pay and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured borrowing which the principal could if present and under no disability.
- n. **Estate transactions.** The agent is authorized to accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could if present and under no disability; provided, however, that the agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to that end is given, and specific reference to the trust is made, in the statutory property power form.
- o. **All other property powers and transactions.** The agent is authorized to exercise all possible powers of the principal with respect to all possible types of property and interests in property, except to the extent the principal limits the generality of this category o. by striking out one or more of categories a. through n. or by specifying other limitations in the statutory property power form.

ATTORNEYS' TITLE GUARANTY FUND, INC.

POWER OF ATTORNEY FOR PROPERTY
AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I certify that the attached is a true copy of a power of attorney naming the undersigned as agent or successor agent for

SAM SELLER

Name of Principal

I certify that, to the best of my knowledge, the principal had the capacity to execute the power of attorney, is alive, and has not revoked the power of attorney; that my powers as agent have not been altered or terminated; and that the power of attorney remains in full force and effect.

I accept appointment as agent under this power of attorney.

This certification and acceptance is made under penalty of perjury.\*

Dated this \_\_\_ day of \_\_\_, \_\_\_
Day Month Year

Signature of Agent

Name of Agent (Print)

Address

City, State, Zip

\*NOTE: Perjury is defined in Section 32-2 of the Criminal Code of 1961, and is a Class 3 felony.

⚡ ATTORNEYS' TITLE GUARANTY FUND, INC.

**AFFIDAVIT OF TITLE**

File No.: 190900104688

The undersigned, Sam Seller ("Affiant"), being first duly sworn, on oath states and warrants to Bob Buyer and Carol Buyer ("Grantee") as follows:

1. Affiant has an interest in the premises described below commonly known as 4438 N. Racine Ave., #G, Chicago, IL 60614 or in the proceeds thereof or is the grantor in the deed dated 3/28/2019, to the Grantee, delivered pursuant to a contract to purchase the premises dated 2/1/2019, between Affiant, as seller, and Grantee, as buyer, and conveying the following described premises:

That part of the South 40.00 feet of Lot 4 and the North 20.00 feet of Lot 5 in the Subdivision of the East 199.00 feet of the South 1/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Lot 5 with the South line of the North 20.00 feet of said Lot 5; thence South 89 degrees 29 minutes 11 seconds West along the said South line, a distance of 127.23 feet to the point of beginning of the parcel herein described; thence continuing along the last described course extended, a distance of 21.42 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 11.91 feet; thence South 89 degrees 25 minutes 53 seconds East, a distance of 3.68 feet; thence North 00 degrees 16 minutes 57 seconds West, a distance of 29.96 feet; thence North 89 degrees 25 minutes 07 seconds East, a distance of 17.89 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 41.81 feet to the point of beginning.

2. Except for the contract for the purchase thereof referred to above, in connection with which this affidavit is given, no contract has been entered into by Affiant, and to the knowledge of Affiant no contract exists for the sale or conveyance of the premises.
3. To the best knowledge and belief of the Affiant, there are no contracts for labor or material furnished or to be furnished to the premises that are not fully paid or otherwise provided for; and there are no security agreements or leases affecting any goods or chattels that have become attached or are to become attached to the land or any improvements thereon as fixtures that have not been fully performed, satisfied, or paid.
4. a. The premises are now in possession of Affiant, and no other person has a right to possession or claims possession of all or any part of the premises. All parties occupying the premises, or any part thereof, other than the Affiant, are bona fide tenants only, and have no other or further interest in the premises. Said tenants have paid their rent in full to date, and no tenant has made any advance payment of rent or has paid any security deposit in connection with said tenant's occupancy or has received any concession in connection therewith, unless noted below or in the closing statement.  
b. Affiant shall deliver possession of the premises on or before 3/28/2019, free and clear of any right or claim of any person.
5. Except for the deed referred to above, no conveyance or instrument adversely affecting the title to the premises has been executed by Affiant or to the knowledge of Affiant exists, and to the best knowledge and belief of the Affiant there exists no liens, suits, proceedings, judgments or decrees of any nature whatsoever adversely affecting the title to the premises or the right, title, or interest of any party therein that will survive the closing, which are not shown in the Commitment for Title Insurance issued by ATTORNEYS' TITLE GUARANTY FUND, INC., with an effective date of \_\_\_\_\_.
6. All water and other utility bills against the premises, except the current bill, if prorated, have been paid, and the premiums for all insurance policies, if prorated and assigned, have been paid. All condominium, homeowner's association, or townhouse assessments have been paid current through closing.
7. The Affiant is at least 18 years of age and a citizen of the United States of America. The persons executing this affidavit and the deed on behalf of Affiant are duly authorized and have been fully empowered to execute and deliver this affidavit and the deed; Affiant has full capacity to convey the premises described herein and all necessary action for the making of such a conveyance has been taken and done.
8. Exceptions, if any, to the foregoing or further statements given by the Affiant:

None

AFFIDAVIT OF TITLE

File No.: 190900104688

The warranties herein set forth are continuing warranties, and shall survive the closing.

This instrument is made to induce, and is given in consideration of, the said Grantee's consummation of the purchase of the premises, without further inquiry, investigation, or evidence.

IN WITNESS WHEREOF, Affiant has signed and sealed this affidavit on 4/26/2019.

Sam Seller

STATE OF Illinois )
COUNTY OF Cook ) SS

The undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sam Seller, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_ day of \_\_\_ 20\_\_\_

Notary Public

My commission expires: \_\_\_\_\_



ATTORNEYS' TITLE GUARANTY FUND, INC.

**BILL OF SALE  
LIMITED LIABILITY COMPANY**

Seller, ABC LLC, an Illinois Limited Liability Company, having its principal place of business, 4438 N. Racine Ave., #G, Chicago, IL, 60614, in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over to Buyer, Bob Buyer and Carol Buyer, of 7853 Patriot Drive, Glenview, Illinois 60025, the following described personal property, if any, located at 4438 N. Racine Ave., #G, Chicago, IL 60614 , to wit:

All personal property listed on the Real Estate contract by and between the buyer and seller.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges, and encumbrances, and the Seller has full right, power, and authority to sell said personal property and to make this bill of sale. All warranties of quality, fitness, and merchantability are hereby excluded.

IN WITNESS WHEREOF, Seller has caused this bill of sale to be signed in its name by an Authorized Member or Manager this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

\_\_\_\_\_  
Sam Seller, Sole Managing Member, ABC, LLC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

The undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sam Seller, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

ATTORNEYS' TITLE GUARANTY FUND, INC.

AGENCY/ESCROW DISBURSEMENT AGREEMENT

Date: \_\_\_\_\_ Commitment for Title Insurance No.: 190900104688  Check if Refinance

Property commonly known as: 4438 N. Racine Ave., #G, Chicago, IL 60614

1. We, the undersigned Seller and Buyer (or, for refinance transactions, the Borrower), direct Attorneys' Title Guaranty Fund, Inc., (ATG®) to make disbursements for this transaction, pursuant to the Closing Disclosure Form, ALTA Settlement Statement, or HUD-1 Settlement Statement, and related disbursement documents (Settlement Statement) utilized in this transaction.
2. We understand and agree that for the purposes of this closing, Sally Closer (Closing Agent) is acting only as an agent of the lending institution, and does not represent any of the undersigned as an attorney or in any other way. If the Closing Agent's agency on behalf of the lending institution gives rise to an apparent conflict of interest, the parties consent to and waive said conflict of interest. The undersigned understand and agree that all representations made to the Closing Agent by any of the undersigned may be disclosed to the lender and all documents executed and delivered to the Closing Agent may be disclosed and delivered to the lender at any time hereafter, notwithstanding any rights that the Buyer/Borrower may have to rescind the transaction.
3. We understand that if an attorney signs this agreement on behalf of the Seller or Buyer/Borrower, the attorney affirmatively warrants that he/she has the authority to do so and that he/she has the authority to receive copies of the attached Settlement Statement. Delivery of the attached Settlement Statement to the attorney is delivery to his/her client.
4. ATG shall make disbursements only when ATG is willing to insure title pursuant to the above-referenced Commitment for Title Insurance, as it may be amended by an authorized representative of ATG.
5. Buyer/Borrower will pay the \$ 1475.00 escrow/closing fee for this service.
6. Seller (or, if a refinance transaction, Borrower) agrees to reimburse Closing Agent for any additional fees required by the existing lender to obtain the release of any unreleased mortgage of record. The undersigned agree that all disbursements by ATG, regardless of when made, are predicated upon receipt and collection of the Buyer/Borrower's mortgage proceeds and any other amounts due from the undersigned, in accordance with the lender's closing instructions and the attached Settlement Statement.
7. Seller (or, if a refinance transaction, Borrower) agrees to fully and promptly cooperate with ATG in the acquisition of the release of any unreleased mortgage or other lien of record. If the release of mortgage or other lien is sent to the Seller (or, if a refinance transaction, Borrower), Seller (or Borrower) agrees to promptly send the release to ATG for recording.
8. Neither the Closing Agent nor ATG shall be under any duty to invest or reinvest any funds held by them under this Agreement. ATG shall have the full right, power, and authority to commingle any deposits or part thereof with its other Escrow deposits. All income derived from any use that ATG may make of these deposits shall belong to ATG.
9. The parties, if requested by ATG, will promptly cooperate to correct clerical errors in any documents executed as part of this transaction.
10. *NOTE: This paragraph not applicable to exchange transactions.* The Foreign Investment in Real Property Tax Act of 1980, as amended from time to time, 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 acknowledge that they should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this Act on this transaction. They are not acting on any statements or opinions made, implied, or omitted by Closer, Settlement Agent, its employees, agents, or representatives.
11. The undersigned agree that the Recording Fees, Release Status Verification Fee, and Delivery Handling Fee (collectively known as "fees") reflected on the Settlement Statement for this transaction will be paid to the Recorder of Deeds and/or outside vendors or will be retained as a handling charge by ATG for services that it provides in connection with the recording of documents and/or the delivery of the payment of liens and/or delivery of the closing package to the lender. If these fees are insufficient to record a release or other documents from the closing and/or deliver a payment of a lien and/or deliver the closing package to the lender, neither the seller(s) nor the borrower(s) will be liable for the additional cost to record the document(s) and/or deliver the payment of the lien and/or the delivery of the closing package to the lender. Therefore, the undersigned, in consideration of the forbearance by ATG, as described in the previous sentence, and other good and valuable consideration, expressly waive any right or claim of right recognized in law or equity or by any federal, state, or local statute to obtain a refund of these fees and, concomitantly, any right or claim of right to sue that could have been asserted under any legal, equitable, or statutory cause of action, including, but not limited to, the Real Estate Settlement Procedures Act and its governing regulations and the Illinois Consumer Fraud and Deceptive Business Practices Act, against ATG or any of its officers, agents, directors, subsidiaries, or assigns arising from the

payment of the fees.

12. The undersigned hereby authorizes ATG and/or its agents and representatives to provide copies of any documents in connection with this transaction, including Settlement Statements that contain nonpublic personal information, to other parties involved in the transaction, including and not limited to sellers, buyers, borrowers, real estate licensees, lenders, mortgage brokers, title agents, and attorneys for any of the above parties.
13. The undersigned, for good and valuable consideration, agree that any dispute that arises between the any of the undersigned and ATG regarding this Agreement is subject to mandatory binding arbitration under the rules of the American Arbitration Association.

Accepted and agreed to by:

\_\_\_\_\_

Seller

\_\_\_\_\_


Buyer/Borrower

\_\_\_\_\_

Seller

\_\_\_\_\_

Buyer/Borrower

 ATTORNEYS' TITLE GUARANTY FUND, INC.

\_\_\_\_\_

ATG Member or other Authorized Signatory



ATTORNEYS' TITLE GUARANTY FUND, INC.

ATTORNEY-TITLE AGENT DISCLOSURE

Property: 4438 N. Racine Ave., #G
Chicago, IL 60614

Please be advised that ATGF Member (Agent) is authorized to issue title insurance as an agent for Attorneys' Title Guaranty Fund, Inc., (ATG®) and plans to issue title insurance as part of his/her representation on your real estate transaction. Agent has a financial interest in the title insurance portion of the transaction and will be paid a fee for providing services as a title insurance agent.

You are also receiving a DS-1 Disclosure Statement setting forth the estimated total title fees in this transaction. Final title insurance charges will be set forth on the Closing Disclosure Form, ALTA Settlement Statement, or HUD-1 Settlement Statement you will receive at the closing of the transaction.

You are not required to use ATG as a condition for settlement of your transaction. There are other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

In the event you have any questions with respect to Agent's representation or with respect to Agent's role as a title agent, please contact Agent. You may also, if you desire, seek an opinion from another attorney regarding the provision of these services.

ACKNOWLEDGMENT AND APPROVAL:

I/we understand and approve the foregoing and that Agent will provide title insurance through ATG.

Name of Client (print)
Signature of Client
Date

Name of Client (print)
Signature of Client
Date

**ATTORNEYS' TITLE GUARANTY FUND, INC.  
DISCLOSURE STATEMENT  
CONTROLLED BUSINESS ARRANGEMENT**

Commitment No. (if available): 190900104688

This disclosure is made to (check one or both):

Seller/Owner: Sam Seller

Buyer: Bob Buyer and Carol Buyer

Regarding the property located at:

4438 N. Racine Ave., #G Chicago IL 60614  
Street Address City State Zip Code

This disclosure is made by the undersigned as an agent of Attorneys' Title Guaranty Fund, Inc. (ATG).

In connection with the property described above, the undersigned will issue title insurance and/or provide escrow services through ATG. The undersigned producer is a title insurance agent of ATG and has a financial interest in that company and, therefore, makes, or has made, the following estimate of the fees and charges that are known and which will be made in connection with the recommended title and/or escrow services.

Only those charges that may be paid by the parties to whom this disclosure is made are disclosed herein. If there are additional parties who choose to utilize services from ATG, there may be additional charges for those services.

Thank you for selecting ATG.

*Owner Title Policy:	\$2,130.00
*Mortgagee Title Policy:	\$500.00
Escrow or Closing Fee:	\$1,475.00
Closing Protection Letter(s)	\$100.00
Other Fees: _____	
Total Estimated Charges:	\$4,205.00

\*These estimated figures include all charges/services such as title search, title examination, title insurance premiums, and final issuance of policies. These estimates may be revised if any unusual circumstances occur, unusual risks are "insured over," and/or lenders require special endorsements, which extend their coverage.

You are not required to use ATG as a condition for settlement of your loan on, or purchase, sale, or refinance of, the subject property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

The undersigned does hereby certify that the above disclosure was made to the above named parties on 5/4/2019  
Date

Signature of Agent: \_\_\_\_\_

Name of Agent: ATG Member

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

I/WE have read this disclosure form and understand that the above-named agent is referring me/us to purchase the above described settlement services from ATG and may receive a financial or other benefit as a result of this referral.

Seller/Owner: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: (IN ILLINOIS) PURSUANT TO SECTION 18(B) OF THE TITLE INSURANCE ACT, THE TITLE INSURANCE COMPANY, INDEPENDENT ESCROWEE, OR TITLE INSURANCE AGENT SHALL MAINTAIN THIS DISCLOSURE FORM FOR A PERIOD OF 3 YEARS.**

 ATTORNEYS' TITLE GUARANTY FUND, INC.

**ALTA STATEMENT**

Commitment to Insure Title No.: 190900104688

The Owner/Seller and Purchaser certify to Attorneys' Title Guaranty Fund, Inc., that, with respect to the Land described in the above Commitment to Insure Title, and to their best knowledge and belief:

1. Within the last six (6) months: (a) no labor, services, or materials have been furnished to improve the Land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the Land; (b) nor have any goods, chattels, machinery, apparatus, or equipment been attached to the Land or building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus, or equipment that are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received; except the following, if any:
  
2. There are no open mortgages, revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages on title, other than those shown on Schedule B of the Commitment to Insure Title, except the following, if any:
  
3. There are no unsatisfied or unreleased judgments, decrees, or liens of record against the Owner/Seller and Purchaser in the county in which the Land described in the above Commitment to Insure Title is located, and the Owner/Seller and Purchaser is not a party to any cases in any jurisdiction, except as follows:
  
4. All management fees are fully paid, except the following, if any:
  
5. There are no unrecorded security agreements, leases, financing statements, chattel mortgages, or conditional sales agreements regarding any appliances, equipment, or chattels that have or are to become attached to the Land or any improvements thereon as fixtures, except the following, if any:
  
6. There are no unrecorded contracts or options to purchase the Land, except the following, if any:
  
7. There are no unrecorded leases, easements, or other servitudes to which the Land or building, or portions thereof, are subject, except the following, if any:
  
8. If the Land is "commercial real estate," as defined per statute, there are no written agreements with any "broker," nor has anyone provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, leasing, subleasing, or otherwise conveying or acquiring any interest in the Land, except the following, if any:

Any person or entity signing this Statement who is also the mortgagor in a mortgage to be insured under a Loan Policy to be issued pursuant to the above Commitment to Insure Title certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling 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 pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative, or assigns.

The Owner/Seller and the Purchaser make this Statement for the purpose of inducing Attorneys' Title Guaranty Fund, Inc., to issue Owner's and Loan Policies of Title Insurance with respect to the Land described in the above Commitment to Insure Title.

Dated: \_\_\_\_\_

**OWNER/SELLER**

**PURCHASER**

\_\_\_\_\_  
Sam Seller

\_\_\_\_\_  
Bob Buyer

\_\_\_\_\_  
Carol Buyer

**NOTARY**

**NOTARY**

Subscribed and sworn to before me this

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

**LENDER'S DISBURSEMENT STATEMENT**

The Lender hereby certifies to Attorneys' Title Guaranty Fund, Inc., that on \_\_\_\_\_, complete and final disbursement of the proceeds of the loan secured by the mortgage to be insured pursuant to above Commitment to Insure Title was made to or on the order of the mortgagors; and that the Lender has no knowledge nor does the Lender require that the proceeds of the loan are to be used to pay for labor and material in the making of future improvements or repairs on the Land described in the mortgage or upon any building located thereon. Attorneys' Title Guaranty Fund, Inc. is authorized and directed to issue its Loan Policy of Title Insurance as of a date no earlier than the date of the complete and final disbursement set forth above.

Lender: \_\_\_\_\_

Loan No.: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

ATTORNEYS' TITLE GUARANTY FUND, INC.

**FINAL WAIVER OF LIEN AND CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

Escrow No.: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THE UNDERSIGNED, being duly sworn, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_, and has been employed by \_\_\_\_\_ to furnish \_\_\_\_\_ for the building located at \_\_\_\_\_, for which \_\_\_\_\_ is the owner. That the total amount of the contract, including extras, is \$ \_\_\_\_\_, on which he has received payment of \$ \_\_\_\_\_ prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contract(s) for specific portions of said work or for material entering into construction thereof and the amount due or become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Name	What For	Contract Price	Amount Paid	This Payment	Balance Due
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00

That there are no other contracts for said work outstanding, and there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said work other than above stated.

THE UNDERSIGNED, for and in consideration of \$ \_\_\_\_\_, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the state in which the premises is located, relating to mechanics' or construction liens with respect to and on said above described premises, and the improvement thereon, and on the material, fixtures, apparatus, or machinery furnished and on the monies, funds, or other considerations due or to become due from the Owner on account of labor, services, material, fixtures, apparatus, or machinery heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises, including extras, as heretofore described.

**NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, the corporate name should be used and the title of the officer signing waiver should be set forth. If waiver is for a partnership, the partnership name should be used, a partner should sign, and designate himself as "Partner."**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  

Day
Month
Year

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  

Day
Month
Year

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

ATTORNEYS' TITLE GUARANTY FUND, INC.

GENERAL CONTRACTOR'S SWORN STATEMENT

Escrow No.: \_\_\_\_\_

STATE OF ILLINOIS }
COUNTY OF \_\_\_\_\_ } SS

THE UNDERSIGNED, being duly sworn, on oath deposes and says that he/she is the \_\_\_\_\_ Title

of \_\_\_\_\_, the contractor employed to furnish labor and materials for the
General Contractor

\_\_\_\_\_ work on the building(s) (the Premises) located at
Description of Work

\_\_\_\_\_ ,
Address of Premises

and of which \_\_\_\_\_ is the owner. That the persons, firms
Owner

and corporations whose names have been set forth on this Sworn Statement are all of the persons, firms, and corporations hired by the undersigned to furnish services, equipment, labor, and/or materials in the construction or repair of the improvements on the Premises; that the dollar amount set opposite each person, firm, or corporation in this Sworn Statement is the exact and total amount due or to become due to each such person, firm, or corporation on account of labor, services, equipment, and/or materials furnished with respect to said Premises; that as of this date, all work to be performed with respect to said Premises by the undersigned or any suppliers or subcontractors of the undersigned or any of the persons, firms, or corporations named in this Sworn Statement, has been fully accepted by the owner and completed according to the plans and specifications.

The undersigned further states that all material (except as disclosed herein) has been or will be furnished from his/her own stock and has been paid for in full; that there are no other contracts or subcontracts for said work outstanding, and that there is nothing due or to become due to any person for services, equipment, material, labor, or any other work done in connection with said work other than that stated on said Sworn Statement. There are no chattel mortgages, personal property leases, conditional sale contracts, or any other agreements given or are now outstanding as to any fixtures, equipment, appliances, or material placed upon or installed in or upon the aforementioned Premises or improvements thereon. All waivers are true, correct, and genuine, and are delivered unconditionally. Furthermore, there is no claim, either legal or equitable, to defeat the validity of said waivers.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
Day Month Year

Name: \_\_\_\_\_
(Individual/Corporation/Partnership)

By: \_\_\_\_\_
Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
Day Month Year

\_\_\_\_\_  
Notary Public

ATTORNEYS' TITLE GUARANTY FUND, INC.

GENERAL CONTRACTOR'S SWORN STATEMENT

Name, Address, and Telephone Number	Type of Labor and Materials to be Furnished	Amount of Contract (including extras and credits)	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
	Permit					\$ 0.00
	Excavation					\$ 0.00
	Concrete					\$ 0.00
	Demolition					\$ 0.00
	Masonry					\$ 0.00
	Drywall					\$ 0.00
	Carpentry					\$ 0.00
	Rough Lumber					\$ 0.00
	Finish Lumber					\$ 0.00
	Insulation					\$ 0.00
	Roofing					\$ 0.00
	Gutters					\$ 0.00
	Plumbing					\$ 0.00
	Water and Sewer					\$ 0.00
	Structural Steel					\$ 0.00
	HVAC					\$ 0.00

⚡ ATTORNEYS' TITLE GUARANTY FUND, INC.

**GENERAL CONTRACTOR'S SWORN STATEMENT**

Name, Address, and Telephone Number	Type of Labor and Materials to be Furnished	Amount of Contract (including extras and credits)	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
	Electrical					\$ 0.00
	Doors and Windows					\$ 0.00
	Paining					\$ 0.00
	Cabinets/ Countertops					\$ 0.00
	Flooring					\$ 0.00
	Appliances					\$ 0.00
	Driveway/ Paving					\$ 0.00
	Central Vacuum					\$ 0.00
	Garage Doors					\$ 0.00
	Final Grade					\$ 0.00
	Landscaping					\$ 0.00
	Light Fixtures					\$ 0.00
	Security System					\$ 0.00
	Sprinkler System					\$ 0.00
	Stairs					\$ 0.00
						\$ 0.00



ATTORNEYS' TITLE GUARANTY FUND, INC.

**GENERAL CONTRACTOR'S SWORN STATEMENT**

Name, Address, and Telephone Number	Type of Labor and Materials to be Furnished	Amount of Contract (including extras and credits)	Amount Previously Paid to Date	Amount of Current Request	Accumulative Retainage to Date	Balance Due
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
	<b>General Contracting</b>					\$ 0.00
	<b>Overhead and Profit</b>					\$ 0.00
<b>TOTAL LABOR AND MATERIALS TO COMPLETE</b>		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**RECAPITULATION**

Amount of Original Contract	\$ _____	Work Completed to Date	\$ _____
Plus: extras to contract	\$ _____	Less: total retainage	\$ _____
Total: contract plus extras	\$ _____ <b>0.00</b>	Less: amount previously paid	\$ _____
Less: credits to contract	\$ _____	Less: amount of this request	\$ _____
<b>Total: Adjusted Total Contract</b>	<b>\$ _____ 0.00</b>	<b>Total: Balance Due</b>	<b>\$ _____ 0.00</b>

ATTORNEYS' TITLE GUARANTY FUND, INC.

OWNER'S SWORN STATEMENT

Escrow No.: \_\_\_\_\_

STATE OF ILLINOIS }
COUNTY OF \_\_\_\_\_ } SS

I (We), \_\_\_\_\_, being duly sworn, depose and say that I (we)
Owner(s) Name(s)

am (are) the owner(s) of the premises commonly known as:

\_\_\_\_\_, \_\_\_\_\_
Street Address City, State, Zip

(the "Premises"); that the persons, firms, and corporations whose names have been set out in this Sworn Statement below include all of the persons, firms, and corporations who have furnished services, equipment, labor, and/or materials in the construction or repair of improvements on the Premises other than those listed on the General Contractor's Sworn Statement; that, as of this date, all such work has been fully completed and accepted by me (us); that the general contractor and all other parties with whom I (we) have contracted for improvements on said Premises have been paid in full; that, as of this date I (we) have no knowledge or notice of any claim of any subcontractor, laborer, or materialman with respect to said Premises.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
Day Month Year

Name: \_\_\_\_\_
(Individual/Corporation/Partnership)

By: \_\_\_\_\_
Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
Day Month Year

\_\_\_\_\_,
Notary Public

⚡ ATTORNEYS' TITLE GUARANTY FUND, INC.

**OWNER'S SWORN STATEMENT**

<b>Subcontractor</b>	<b>Description</b>	<b>Contract Amount</b>	<b>Previously Paid</b>	<b>This Payment</b>	<b>Balance Due</b>
	<b>General Contracting</b>				\$ 0.00
	<b>Architect</b>				\$ 0.00
	<b>Engineering</b>				\$ 0.00
	<b>Soil Testing</b>				\$ 0.00
	<b>Surveying</b>				\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00

ATTORNEYS' TITLE GUARANTY FUND, INC.

OWNER'S SWORN STATEMENT

Subcontractor	Description	Contract Amount	Previously Paid	This Payment	Balance Due
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
<b>TOTAL LABOR AND MATERIALS TO COMPLETE</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

RECAPITULATION

Amount of Original Contract	\$ _____	Work Completed to Date	\$ _____
Plus: extras to contract	\$ _____	Less: total retainage	\$ _____
Total: contract plus extras	\$ _____ 0.00	Less: amount previously paid	\$ _____
Less: credits to contract	\$ _____	Less: amount of this request	\$ _____
<b>Total: Adjusted Total Contract</b>	<b>\$ _____ 0.00</b>	<b>Total: Balance Due</b>	<b>\$ _____ 0.00</b>

## AFFIDAVIT

\_\_\_\_\_ President of \_\_\_\_\_ an  
Illinois Corporation, under oath states:

1. \_\_\_\_\_ operates a business that seeks to purchaser (a) distressed properties; (b) properties which are under valued; (c) properties in need of repair or rehab; (d) properties being sold by Sellers who wish to sell their property quickly, in each case for a purchaser price significantly under market value;
  
2. That \_\_\_\_\_ researches comparable properties in the area to determine fair market value of the properties it purchasers and bases its discounted offer to purchaser a property on the potential market value to immediately re-sell the property or to renovate the property and then re-sell the property;
  
3. That after purchasing \_\_\_\_\_, Chicago, Illinois, (the "Property") for \_\_\_\_\_, \_\_\_\_\_ did the following work on the property:
  
  
  
  
  
  
  
  
  
  
4. That no other work was done at the Property.
  
5. \_\_\_\_\_ did not make any other improvements to the Property before putting it on the market for sale;
  
  
6. That after acquiring this property \_\_\_\_\_ attempts to sell the property at market value based on research done prior to purchasing the property.
  
  
7. That \_\_\_\_\_ has entered into a contract to sell the Property for \$ \_\_\_\_\_

\_\_\_\_\_ hereby agrees to indemnify and hold harmless Attorneys' Title Guaranty Fund, Inc. and any of its officers and/or employees, against any and all liability, claims, suits, losses, costs and reasonable legal fees caused by, arising out of or resulting from any and all mechanic's liens that may attach to the Property.

This Affidavit is made for the purpose of inducing Attorney's Title Guaranty Fund, Inc. (ATG) to waive new construction from the title and issue clear title for an Owner's Title Insurance Policy to \_\_\_\_\_ to insure the Property for \$ \_\_\_\_\_.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

ATTORNEYS' TITLE GUARANTY FUND, INC.

AFFIDAVIT OF NO NEW IMPROVEMENTS

STATE OF IL )
COUNTY OF COOK ) SS

Commitment No.: 190900104688

The undersigned, being first duly sworn, deposes and states as follows:

- 1. I/We am/are the owner(s) of record and the seller(s) described in the above commitment for title insurance;
2. I/We have not made or caused to be made any structural improvements or structural additions to existing improvements on the premises described in the above referenced title commitment since , except
3. No structural improvements or additions to existing improvements were made on any adjacent property, which encroach, however slightly the encroachment may be, onto the premises described in the above referenced title commitment since , except
4. I/We further state that the survey made by , dated , Order No. , a copy of which is attached hereto and made a part hereof, is a correct and complete representation of all improvements now located on the premises described in the above referenced title commitment and on all adjacent properties, except for . I/We have undertaken a complete and thorough investigation as to the condition of the premises and do not claim lack of knowledge or ignorance of fact should a difference, in fact, exist between the survey and the actual condition of the premises at the time of this affidavit.
5. This affidavit is given to Attorneys' Title Guaranty Fund, Inc., as an inducement to issue extended coverage on the Owner and/or Mortgagee Policies of title insurance committed for under the above commitment, over questions of parties in possession, survey matters, and easements not shown of record.

Dated: Signature of Affiant

Signature of Affiant

Subscribed and sworn to before me this

Day of Month, Year

Notary Public

ATTORNEYS' TITLE GUARANTY FUND, INC.

AFFIDAVIT IN LIEU OF SURVEY

For use on Loan Policies on property in locations other than the Illinois counties of Cook, DuPage, Kane, Lake, McHenry, or Will.

STATE OF ILLINOIS )
) SS

COUNTY OF \_\_\_\_\_

Date: 04/26/2019 Commitment or Policy No.: 190900104688

The undersigned being first duly sworn, depose and say:

That we, being the owners of record and sellers described in the above numbered title Commitment or Policy, did not receive any survey at the time we purchased the property nor have we subsequently obtained a survey, or if we did receive a survey we are now unable to locate it. Also, we have been advised by our lender that it does not have a survey in its files.

To the best of our knowledge, we certify that the improvements (house, garage, outbuilding, etc.) on subject property are within the boundary lines and set back lines if any, of said property, and that there are no encroachments (fences, walkways, driveways, eaves, drains, etc.) by improvements on adjoining property onto subject property, and that we know of no assertion being made by any adjoining property owner nor by us against them as to the location of boundary lines or disputes as to occupancy of any portion of our property or their property except:

- 1.
2.
3.
4.

This affidavit is given to Attorneys' Title Guaranty Fund, Inc., as an inducement to provide coverage on the Loan Policy over questions of survey, encroachments, and easements not shown of record.

Sam Seller

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Notary Public)



ATTORNEYS' TITLE GUARANTY FUND, INC.

CERTIFICATION OF TRUST

Name of Trust: \_\_\_\_\_

Date Trust Instrument was Executed: \_\_\_\_\_

Tax Identification Number of Trust (SSN or EIN): \_\_\_\_\_

Name(s) of Settlor(s) of Trust: \_\_\_\_\_

Name(s) and Address(es) of Currently Acting Trustee(s): \_\_\_\_\_

This trust states that \_\_\_\_\_ of \_\_\_\_\_ co-trustee(s) are required to exercise the powers of the trustee.

The co-trustees authorized to sign or otherwise authenticate on behalf of the trust are:

\_\_\_\_\_

There are no co-trustees authorized to sign or otherwise authenticate on behalf of the trust.

Name(s) of Successor Trustee(s): \_\_\_\_\_

The trustee(s) has (have) the power to (state, synopsise, or describe relevant powers):

*(If the trustee(s) will be using a power of attorney, please attach a copy of the excerpts from the trust instrument that specifically allows the trustee(s) to assign or delegate the trustee's discretionary powers to a third party.)*

The power to sell real estate, sign contracts, deeds;

The power to purchase real estate;

The power to borrow money and sign mortgages

The power to employ agents and assign to them fiduciary duties as the Trustee deems appropriate.

Title to the trust property shall be taken as follows:

*(Example: John Doe and Jane Doe, co-trustees of the Doe Family Living Trust, dated January 4, 1999)*

Fred Flintstone and Wilma Flintstone as Co-Trustees of the Flintstone Family Trust dated October 1, 2012.

Or -

Pebbles Flintstone, Successor Trustee of the Flintstone Family Trust dated October 1, 2012

This is an irrevocable trust.

This is a revocable trust. Name(s) of person(s) holding power to revoke the trust:

\_\_\_\_\_

This is an unamendable trust.

This trust is amendable. Name(s) of person(s) holding power to amend the trust:

\_\_\_\_\_

I (We) certify that the above named trust is in full force and has not been revoked, modified, or amended in any manner which would cause the representations in this Certification of Trust to be incorrect.

This certification is made to induce Attorneys' Title Guaranty Fund, Inc., to issue its commitments and policies of title insurance insuring its Insureds based upon title instruments and other documents executed by the undersigned as trustee(s) and based upon the continuing validity of the aforesaid trust agreement.

IN WITNESS THEREOF, each of the undersigned, being a trustee of the above-named trust with the authority to execute this Certification of Trust, does hereby execute it this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Day

Month

Year

Trustee Signature

Trustee Signature

Trustee Name (Print)

Trustee Name (Print)

Trustee Signature

Trustee Signature

Trustee Name (Print)

Trustee Name (Print)

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

} SS

This instrument was signed and acknowledged before me on \_\_\_\_\_ by:

Date

Trustee Name (Print)

Trustee Name (Print)

Trustee Name (Print)

Trustee Name (Print)

Signature of Notary Public

(SEAL)

SAMPLE



**CLOSING PROTECTION LETTER  
LENDER/BORROWER/PURCHASER**

American Land Title Association Closing Protection Letter – Single Transaction – Revised December 1, 2015

Addressee: [Lender Name or Buyer Name (cash transaction)]

Date: [Date]

Name of Issuing Agent or Approved Attorney (the “Issuing Agent” or “Approved Attorney,” as the case may require):

[ATG Member Name, Member No., Address]

or Attorneys’ Title Guaranty Fund, Inc., 1 South Wacker Drive, 24<sup>th</sup> Floor, Chicago, Illinois, 60606-4654, or both.

TRANSACTION (the “Real Estate Transaction”):

Attorneys’ Title Guaranty Fund, Inc., Commitment for Title Insurance Number: [Commitment Number]

Loan Number: [Loan Number]

Buyer: [Buyer or Borrower Name]

Seller: [Seller Name]

Property Address: [Property Address], [Property City, State, Zip]

Lender: [Lender Name], its successors and/or assigns, as their interests may appear

[Lender Street Address]

[Lender City, State, Zip]

Re: Closing Protection Letter

Dear [Lender Name or Buyer Name (same as addressee)]:

In consideration of Your acceptance of this letter, Attorneys’ Title Guaranty Fund, Inc. (“ATG<sup>®</sup>”), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent on or after the date of this letter, subject to the Conditions and Exclusions set forth below and provided:

- (A) ATG issues or is contractually obligated to issue a Policy for Your protection in connection with the closing of the Real Estate Transaction;
- (B) You are to be the (i) lender secured by the Insured Mortgage; or (ii) purchaser or lessee of the Title;
- (C) the aggregate of all Funds You transmit to the Issuing Agent for the Real Estate Transaction does not exceed \$2,000,000; and
- (D) Your loss is solely caused by:
  - 1. failure of the Issuing Agent to comply with Your written closing instructions that relate to:
    - (a) the disbursement of Funds necessary to establish the status of the Title or the validity, enforceability, or priority of the lien of the Insured Mortgage; or

ATTORNEYS’ TITLE GUARANTY FUND, INC.

One South Wacker Drive ~ 24<sup>th</sup> Floor ~ Chicago, IL 60606-4654  
Telephone 312 372 8361 ~ Facsimile 312 372 9509 ~ Toll Free 800 252 0402

CHAMPAIGN | CHICAGO | ARLINGTON HEIGHTS | BELLEVILLE | FRANKFORT | GURNEE  
LIBERTYVILLE | LOMBARD | OAK LAWN | SKOKIE | WHEATON | WAUKESHA, WIS.

**SAMPLE**

(b) the obtaining of any document, specifically required by You, but only to the extent that the failure to obtain the document affects the status of the Title or the validity, enforceability, or priority of the lien of the Insured Mortgage; or

2. fraud, theft, dishonesty, negligence, or misappropriation of the Issuing Agent in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, negligence, or misappropriation relates to the status of the Title or to the validity, enforceability, or priority of the lien of the Insured Mortgage.

**Conditions and Exclusions**

1. Your transmittal of Funds or documents to the Issuing Agent constitutes Your acceptance of this letter.
2. For purposes of this letter:
  - a. "Commitment" means ATG's written contractual agreement to issue the Policy.
  - b. "Funds" means the money received by the Issuing Agent for the Real Estate Transaction.
  - c. "Policy" or "Policies" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by ATG in connection with the closing of the Real Estate Transaction.
  - d. "You" or "Your" means the Addressee of this letter, the borrower if the Land is solely improved by a one-to-four family residence, and subject to all rights and defenses relating to a claim under this letter that ATG would have against the Addressee;
    - (i) the assignee of the Insured Mortgage; and
    - (ii) the warehouse lender in connection with the Insured Mortgage.
  - e. "Indebtedness," "Insured Mortgage," "Land," and "Title" have the same meaning given them in the American Land Title Association Loan Policy (06-17-06).
3. ATG shall have no liability under this closing protection letter for loss arising out of:
  - a. failure of the Issuing Agent to comply with Your closing instructions that require title insurance protection inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Issuing Agent after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment shall not be deemed to require inconsistent title insurance protection;
  - 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 loss or impairment resulting from failure of the Issuing Agent to comply with Your written closing instructions to deposit the Funds in a bank that You designated by name;
  - c. any constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. This subsection does not affect the coverage, if any, as to any lien for services, labor, materials, or equipment afforded in the Policy;
  - d. fraud, theft, misappropriation, dishonesty, or negligence of Your employee, agent, attorney, or broker;
  - e. Your settlement or release of any claim without ATG's written consent;
  - f. any matters created, suffered, assumed, or agreed to or actually known by You;
  - g. Federal consumer financial law, as defined in 12 U.S.C. § 5481(14), or other federal or state laws relating to truth-lending, a borrower's ability to repay a loan, qualified mortgages, consumer protection, or predatory lending;
  - h. federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention;
  - i. the periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land relating to the Real Estate Transaction; or
  - j. the Issuing Agent acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code.
4. When ATG shall have indemnified You pursuant to this letter, it shall be subrogated to all rights and remedies You have against any person or property had You not been indemnified. ATG's liability for indemnification shall be reduced to the extent that You have impaired the value of this right of subrogation.
5. ATG's liability for loss under this letter shall not exceed the least of:
  - a. the amount of Your Funds;

SAMPLE

b. ATG's liability under the Policy at the time written notice of a claim is made under this letter;  
the value of the lien of the Insured Mortgage; or  
the value of the Title insured or to be insured under the Policy at the time written notice of a claim is made  
under this letter.

6. If You are not a purchaser, borrower, or lessee, You must hold the Indebtedness both at the time that ATG is notified of a claim pursuant to this letter and at the time that payment is made to make a claim for indemnification under this letter.
7. Payment to You or to the owner of the Indebtedness under the Policy or Policies or from any other source shall reduce liability under this letter by the same amount. Payment in accordance with the terms of this letter shall constitute a payment pursuant to the Conditions of the Policy.
8. The Issuing Agent is ATG's agent only for the limited purpose of issuing Policies. The Issuing Agent is not ATG's agent for the purpose of providing closing or settlement services. ATG's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. Other than as expressly provided in this letter, ATG shall have no liability for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, 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.
9. In no event shall ATG be liable for a loss if the written notice of a claim is not received by ATG within one year from the date of the transmittal of Funds. The condition that ATG must be provided with written notice under this provision shall not be excused by lack of prejudice to ATG.
10. You must promptly send written notice of a claim under this letter to ATG at P.O. Box 9136, Champaign, Illinois 61826-9136. If ATG is prejudiced by Your failure to provide prompt notice, ATG's liability to You under this letter shall be reduced to the extent of the prejudice.
11. ATG shall have no liability under this letter if:
  - a. the Real Estate Transaction has not closed within one year from the date of this letter; or
  - b. at any time after the date of this letter, but before the Real Estate Transaction closes, ATG provides written notice of termination of this letter in the same manner and at the same email address or fax number as this letter was delivered to you.
12. The protection of this letter extends only to real estate in Illinois, Indiana, Iowa, Michigan, and Wisconsin, and any court or arbitrator shall apply the law of the jurisdiction where the Land is located to interpret and enforce the terms of this letter. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
13. Either ATG or You may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000. There shall be no right for any claim under this letter to be arbitrated or litigated on a class action basis. If You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both ATG and You. If the Real Estate Transaction solely involves a one-to-four family residence and You are the purchaser or borrower, ATG will pay the costs of arbitration.

This closing protection letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction.

ATTORNEYS' TITLE GUARANTY FUND, INC.

By Tania M. S. Stori  
Tania M. S. Stori, Senior Managing Attorney - Underwriting

SAMPLE



**CLOSING PROTECTION LETTER  
LENDER/BORROWER/PURCHASER**

American Land Title Association Closing Protection Letter – Single Transaction – Revised December 1, 2015

Addressee: [Lender Name or Buyer Name (cash transaction)]

Date: [Date]

Name of Issuing Agent or Approved Attorney (the “Issuing Agent” or “Approved Attorney,” as the case may require):

[ATG Member Name, Member No., Address]

or Attorneys’ Title Guaranty Fund, Inc., 1 South Wacker Drive, 24<sup>th</sup> Floor, Chicago, Illinois, 60606-4654, or both.

TRANSACTION (the “Real Estate Transaction”):

Attorneys’ Title Guaranty Fund, Inc., Commitment for Title Insurance Number: [Commitment Number]

Loan Number: [Loan Number]

Buyer: [Buyer or Borrower Name]

Seller: [Seller Name]

Property Address: [Property Address], [Property City, State, Zip]

Lender: [Lender Name], its successors and/or assigns, as their interests may appear

[Lender Street Address]

[Lender City, State, Zip]

Re: Closing Protection Letter

Dear [Lender Name or Buyer Name (same as addressee)]:

In consideration of Your acceptance of this letter, Attorneys’ Title Guaranty Fund, Inc. (“ATG<sup>®</sup>”), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent on or after the date of this letter, subject to the Conditions and Exclusions set forth below and provided:

- (A) ATG issues or is contractually obligated to issue a Policy for Your protection in connection with the closing of the Real Estate Transaction;
- (B) You are to be the (i) lender secured by the Insured Mortgage; or (ii) purchaser or lessee of the Title;
- (C) the aggregate of all Funds You transmit to the Issuing Agent for the Real Estate Transaction equals or exceeds \$2,000,000; and
- (D) Your loss is solely caused by:
  - 1. failure of the Issuing Agent to comply with Your written closing instructions that relate to:
    - (a) the disbursement of Funds necessary to establish the status of the Title or the validity, enforceability, or priority of the lien of the Insured Mortgage; or

ATTORNEYS’ TITLE GUARANTY FUND, INC.

One South Wacker Drive ~ 24<sup>th</sup> Floor ~ Chicago, IL 60606-4654  
Telephone 312 372 8361 ~ Facsimile 312 372 9509 ~ Toll Free 800 252 0402

CHAMPAIGN | CHICAGO | ARLINGTON HEIGHTS | BELLEVILLE | FRANKFORT | GURNEE  
LIBERTYVILLE | LOMBARD | OAK LAWN | SKOKIE | WHEATON | WAUKESHA, WIS.

**SAMPLE**

(b) the obtaining of any document, specifically required by You, but only to the extent that the failure to obtain the document affects the status of the Title or the validity, enforceability, or priority of the lien of the Insured Mortgage; or

2. fraud, theft, dishonesty, negligence, or misappropriation of the Issuing Agent in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, negligence, or misappropriation relates to the status of the Title or to the validity, enforceability, or priority of the lien of the Insured Mortgage.

**Conditions and Exclusions**

1. Your transmittal of Funds or documents to the Issuing Agent constitutes Your acceptance of this letter.
2. For purposes of this letter:
  - a. "Commitment" means ATG's written contractual agreement to issue the Policy.
  - b. "Funds" means the money received by the Issuing Agent for the Real Estate Transaction.
  - c. "Policy" or "Policies" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by ATG in connection with the closing of the Real Estate Transaction.
  - d. "You" or "Your" means the Addressee of this letter, the borrower if the Land is solely improved by a one-to-four family residence, and subject to all rights and defenses relating to a claim under this letter that ATG would have against the Addressee;
    - (i) the assignee of the Insured Mortgage; and
    - (ii) the warehouse lender in connection with the Insured Mortgage.
  - e. "Indebtedness," "Insured Mortgage," "Land," and "Title" have the same meaning given them in the American Land Title Association Loan Policy (06-17-06).
3. ATG shall have no liability under this closing protection letter for loss arising out of:
  - a. failure of the Issuing Agent to comply with Your closing instructions that require title insurance protection inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Issuing Agent after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment shall not be deemed to require inconsistent title insurance protection;
  - 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 loss or impairment resulting from failure of the Issuing Agent to comply with Your written closing instructions to deposit the Funds in a bank that You designated by name;
  - c. any constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. This subsection does not affect the coverage, if any, as to any lien for services, labor, materials, or equipment afforded in the Policy;
  - d. fraud, theft, misappropriation, dishonesty, or negligence of Your employee, agent, attorney, or broker;
  - e. Your settlement or release of any claim without ATG's written consent;
  - f. any matters created, suffered, assumed, or agreed to or actually known by You;
  - g. Federal consumer financial law, as defined in 12 U.S.C. § 5481(14), or other federal or state laws relating to truth-lending, a borrower's ability to repay a loan, qualified mortgages, consumer protection, or predatory lending;
  - h. federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention;
  - i. the periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land relating to the Real Estate Transaction; or
  - j. the Issuing Agent acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code.
4. When ATG shall have indemnified You pursuant to this letter, it shall be subrogated to all rights and remedies You have against any person or property had You not been indemnified. ATG's liability for indemnification shall be reduced to the extent that You have impaired the value of this right of subrogation.
5. ATG's liability for loss under this letter shall not exceed the least of:
  - a. the amount of Your Funds;

**SAMPLE**

b. ATG's liability under the Policy at the time written notice of a claim is made under this letter;  
the value of the lien of the Insured Mortgage; or  
the value of the Title insured or to be insured under the Policy at the time written notice of a claim is made  
under this letter.

6. If You are not a purchaser, borrower, or lessee, You must hold the Indebtedness both at the time that ATG is notified of a claim pursuant to this letter and at the time that payment is made to make a claim for indemnification under this letter.
7. Payment to You or to the owner of the Indebtedness under the Policy or Policies or from any other source shall reduce liability under this letter by the same amount. Payment in accordance with the terms of this letter shall constitute a payment pursuant to the Conditions of the Policy.
8. The Issuing Agent is ATG's agent only for the limited purpose of issuing Policies. The Issuing Agent is not ATG's agent for the purpose of providing closing or settlement services. ATG's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. Other than as expressly provided in this letter, ATG shall have no liability for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, 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.
9. In no event shall ATG be liable for a loss if the written notice of a claim is not received by ATG within one year from the date of the transmittal of Funds. The condition that ATG must be provided with written notice under this provision shall not be excused by lack of prejudice to ATG.
10. You must promptly send written notice of a claim under this letter to ATG at P.O. Box 9136, Champaign, Illinois 61826-9136. If ATG is prejudiced by Your failure to provide prompt notice, ATG's liability to You under this letter shall be reduced to the extent of the prejudice.
11. ATG shall have no liability under this letter if:
  - a. the Real Estate Transaction has not closed within one year from the date of this letter; or
  - b. at any time after the date of this letter, but before the Real Estate Transaction closes, ATG provides written notice of termination of this letter in the same manner and at the same email address or fax number as this letter was delivered to you.
12. The protection of this letter extends only to real estate in Illinois, Indiana, Iowa, Michigan, and Wisconsin, and any court or arbitrator shall apply the law of the jurisdiction where the Land is located to interpret and enforce the terms of this letter. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
13. Either ATG or You may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000. There shall be no right for any claim under this letter to be arbitrated or litigated on a class action basis. If You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both ATG and You. If the Real Estate Transaction solely involves a one-to-four family residence and You are the purchaser or borrower, ATG will pay the costs of arbitration.

This closing protection letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction.

ATTORNEYS' TITLE GUARANTY FUND, INC.

By *Tania M. S. Stori*  
Tania M. S. Stori, Senior Managing Attorney - Underwriting



SAMPLE



ATTORNEYS' TITLE GUARANTY FUND, INC.

**CLOSING PROTECTION LETTER  
SELLER**

Addressee: [Seller Name and Address]

Date: [Date]

Name of Issuing Agent or Approved Attorney (the "Issuing Agent" or "Approved Attorney," as the case may require):

[ATG Member Name, Member No., Address]

or Attorneys' Title Guaranty Fund, Inc., 1 South Wacker Drive, 24<sup>th</sup> Floor, Chicago, Illinois, 60606-4654, or both.

TRANSACTION (the "Real Estate Transaction"):

Attorneys' Title Guaranty Fund, Inc., Commitment for Title Insurance Number: [Commitment Number]

Buyer: [Buyer or Borrower Name]

Seller: [Seller Name]

Property Address: [Property Address], [Property City, State, Zip]

Lender: [Lender Name], its successors and/or assigns, as their interests may appear

[Lender Street Address]

[Lender City, State, Zip]

Re: Closing Protection Letter

Dear [Seller Name (same as addressee)]:

In consideration of Your acceptance of this letter, Attorneys' Title Guaranty Fund, Inc. ("ATG<sup>®</sup>"), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent on or after the date of this letter, subject to the Conditions and Exclusions set forth below and provided:

- (A) ATG issues or is contractually obligated to issue a Policy for Your protection in connection with the closing of the Real Estate Transaction;
- (B) You are to be the seller of the Title;
- (C) the aggregate of all Funds transmitted to the Issuing Agent for the Real Estate Transaction does not exceed \$2,000,000; and

One South Wacker Drive ~ 24<sup>th</sup> Floor ~ Chicago, IL 60606-4654  
Telephone 312.372.8361 ~ Facsimile 312.372.9509 ~ Toll Free 800.252.0402

CHAMPAIGN | CHICAGO | ARLINGTON HEIGHTS | AGRORA | BELLEVILLE | FRANKFORD  
GURNEE | LIBERTYVILLE | LOMBARD | OAK LAWN | SKOKIE | WHEATON | WAUKESHA, WIS.

(D) Your loss is solely caused by:

SAMPLE

failure of the Issuing Agent to comply with Your written closing instructions that relate to:

- (a) the disbursement of Funds necessary to establish the status of the Title; or
  - (b) the obtaining of any document, specifically required by You, but only to the extent that the failure to obtain the document affects the status of the Title; or
2. fraud, theft, dishonesty, negligence, or misappropriation of the Issuing Agent in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, negligence, or misappropriation relates to the status of the Title.

**Conditions and Exclusions**

1. Your transmittal of Funds or documents to the Issuing Agent constitutes Your acceptance of this letter.
2. For purposes of this letter:
  - a. "Commitment" means ATG's written contractual agreement to issue the Policy.
  - b. "Funds" means the money received by the Issuing Agent for the Real Estate Transaction.
  - c. "Policy" or "Policies" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by ATG in connection with the closing of the Real Estate Transaction.
  - d. "You" or "Your" means the Addressee of this letter.
  - e. "Indebtedness," "Insured Mortgage," "Land," and "Title" have the same meaning given them in the American Land Title Association Loan Policy (06-17-06).
3. ATG shall have no liability for loss arising out of:
  - a. failure of the Issuing Agent to comply with Your closing instructions that require title insurance protection inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Issuing Agent after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment shall not be deemed to require inconsistent title insurance protection;
  - 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 loss or impairment resulting from failure of the Issuing Agent to comply with Your written closing instructions to deposit the Funds in a bank that You designated by name;
  - c. any constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. This subsection does not affect the coverage, if any, as to any lien for services, labor, materials, or equipment afforded in the Policy;
  - d. fraud, theft, misappropriation, dishonesty, or negligence of Your employee, agent, attorney, or broker;
  - e. Your settlement or release of any claim without ATG's written consent;
  - f. any matters created, suffered, assumed, or agreed to or actually known by You;
  - g. the periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land relating to the Real Estate Transaction; or
  - h. the Issuing Agent acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code.
4. When ATG shall have indemnified You pursuant to this letter, it shall be subrogated to all rights and remedies You have against any person or property had You not been indemnified. ATG's liability for indemnification shall be reduced to the extent that You have impaired the value of this right of subrogation.
5. ATG's liability for loss under this letter shall not exceed the least of the amount of Your Funds.
6. The Issuing Agent is ATG's agent only for the limited purpose of issuing Policies. The Issuing Agent is not ATG's agent for the purpose of providing closing or settlement services. ATG's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. Other than as

expressly provided in this letter, ATG shall have no liability for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction.

At no event shall ATG be liable for a loss if the written notice of a claim is not received by ATG within one year from the date of the transmittal of Funds. The condition that ATG must be provided with written notice under this provision shall not be excused by lack of prejudice to ATG.

8. You must promptly send written notice of a claim under this letter to ATG at P. O. Box 9136, Champaign, Illinois 61826-9136. If ATG is prejudiced by Your failure to provide prompt notice, ATG's liability to You under this letter shall be reduced to the extent of the prejudice.
9. ATG shall have no liability under this letter if:
- a. the Real Estate Transaction has not closed within one year from the date of this letter; or
  - b. at any time after the date of this letter, but before the Real Estate Transaction closes, ATG provides written notice of termination of this letter to the Addressee at the Property Address set forth above.
10. The protection of this letter extends only to real estate in Illinois and Indiana, and any court or arbitrator shall apply the law of the jurisdiction where the Land is located to interpret and enforce the terms of this letter. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
11. Either ATG or You may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000. There shall be no right for any claim under this letter to be arbitrated or litigated on a class action basis. If You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both ATG and You. If the Real Estate Transaction solely involves a one-to-four family residence and You are the purchaser or borrower, ATG will pay the costs of arbitration.

This closing protection letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction.

ATTORNEYS' TITLE GUARANTY FUND, INC.

By

  
Tania M. S. Stori, Senior Claims Attorney

ATTORNEYS' TITLE GUARANTY FUND, INC.

FOREIGN TRANSFEROR AFFIDAVIT

Entity

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by \_\_\_\_\_, the undersigned hereby certifies the following on behalf of \_\_\_\_\_:

(Transferor)

(Transferor)

1. \_\_\_\_\_ is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

(Transferor)

2. Transferor's U.S. employer identification number:

\_\_\_\_\_

3. Transferor's office address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

(Transferor)

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of \_\_\_\_\_

(Transferor)

\_\_\_\_\_

(Signature of Officer)

(Title)

(Date)

ATTORNEYS' TITLE GUARANTY FUND, INC.

FOREIGN TRANSFEROR AFFIDAVIT

**Individual**

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee that withholding of tax is not required upon my (our) disposition of a U.S. real property interest, I (we) hereby certify the following:

1. I am (We are) not a nonresident alien(s) for purposes of U.S. income taxation.
2. My (Our) U.S. Taxpayer Identification Number(s) (Social Security Number(s)) is (are):

\_\_\_\_\_

3. My (Our) home address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I (We) understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I (we) have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury, I (we) declare that I (we) have examined this certification and to the best of my (our) knowledge and belief it is true, correct, and complete.

\_\_\_\_\_  
(Transferor)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Transferor)

\_\_\_\_\_  
(Date)

PERSONAL INFORMATION AFFIDAVIT

STATE OF \_\_\_\_\_ SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, the undersigned, being first duly sworn on oath, certifies, avows, and affirmatively represents that he/she is the (check one)  owner  former owner  contract purchaser of the premises commonly known as:

1. Affiant is \_\_\_\_\_ years of age and

- a. has never been married or a party to a civil union.
- b. is the widow(er) of or surviving party of a civil union with \_\_\_\_\_.
- c. is married to \_\_\_\_\_, said marriage having taken place in \_\_\_\_\_, and whose maiden name was \_\_\_\_\_.
- d. is a party to a civil union with \_\_\_\_\_, said civil union having taken place in \_\_\_\_\_.

2. Affiant:

- a. has never been a party to a divorce proceeding; or
- b. has been a party to the following proceedings(s):

Divorced From	Year	Case Number, County, State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Affiant:

- a. has never been known by any other name; or
- b. has been known by another name(s) as follows:

Changed Name From	Year	Case Number, County, State
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Affiant:

- a. has never been adjudicated a bankrupt; or
- b. was adjudicated a bankrupt in proceedings held in the Federal District Court in \_\_\_\_\_, in \_\_\_\_\_

Case Number	County	State
_____	_____	_____

5. Affiant further states that:

- a. there are no unsatisfied or unreleased judgments, decrees, or liens of record against affiant in the county in which the aforesaid premises are located; or
- b. affiant is a party to the following cases:

Case Number and Court	Plaintiff	Defendant	Date of Judgment	Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Affiant further states that during the last ten years, Affiant has resided at the following addresses, and none other:

From (Date)	To (Date)	Street Address	City	State
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

7. Affiant further states that during the last ten years, Affiant has had the following occupations and business addresses, and none other:

From (Date)	To (Date)	Occupation	Employer	Place of Business
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

8. Affiant makes this Affidavit for the purpose of inducing the company issuing title insurance in connection with the transaction concerning the aforesaid premises to represent that the title under consideration is not affected by any judgments, decrees, bankruptcy, divorce, change of name proceedings, federal and state tax liens, against persons whose names are the same as Affiant or similar thereto.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Social Security Number of Affiant

ATTORNEYS' TITLE GUARANTY FUND, INC.

ILLINOIS STATE LIEN REGISTRY INFORMATION

Please provide Attorneys' Title Guaranty Fund, Inc. with the following information so that a search may be conducted of the Illinois Department of Revenue Database pursuant to The State Tax Lien Registration Act (35 ILCS 750/1-20).

Send completed form to the search provider.  
(If ATG is the search provider, send completed form to lienregistry@atgf.com)

Date: 05/04/2019 File No.: 190900104688 Member No.: 9001

Property Address: 4438 N. Racine Ave., #G City, State, Zip: Chicago, IL 60614

Seller: Sam Seller SSN (Last 4 digits) or FEIN (in full): 6789

Buyer: Bob Buyer SSN (Last 4 digits) or FEIN (in full)\*: 0

Buyer: Carol Buyer SSN (Last 4 digits) or FEIN (in full)\*:

\* Non-purchase money mortgage transactions only.

NOTE:

- This form does not replace the need for a Personal Information Affidavit in the event that possible judgments against the seller are identified and raised on the Title Commitment.
- Ensure encryption or password protection is utilized when transmitting Non-Public Personal Information (NPI) electronically. Alternatives to encryption, such as password protection (e.g., Adobe PDF password protection) of files or transmission by facsimile, are acceptable forms of protecting information.



MENU

Home

NAVIGATION

PTAX Login

### MyDec at MyTax Illinois: Online Real Property Transfer Tax Declarations

#### Who can use this site?

This website allows individuals, law firms, and settlement agencies (title companies) to file Transfer Tax Declarations online, and view Declarations already created. Additionally, users can track the status of, and make corrections to, the Declaration during the recording process.

Law firms and settlement agencies who wish to have multiple users acting on Declarations must choose one representative to create the MyDec account establishing the Account Administrator login. The Account Administrator can then invite additional users (employees, partners, etc.) to access the company's MyDec account.

#### Don't have an account?

Individuals, law firms, and settlement agencies may sign up for access using the button below. A username and password is required to create Real Property Transfer Tax Declarations using this site.

Sign up Now!

#### Getting started:

Before starting a new Declaration, check for the county where the property is located in the list of participating government agencies below. If the county is not found in the list of participants, do not prepare your Declaration with this site.

Note: If the county is listed but the municipality is not, you may prepare your Declaration with this site, but you also will be required to follow the municipality's current processes not included in this system.

#### Login here:

Username  [Forgot?](#)

Password  [Forgot?](#)

Log In

#### GOVERNMENT AGENCIES

- Champaign County
- Cook County City of Chicago
- DuPage County
- Grundy County
- Peoria County
- Sankasinn County

Submit Cancel

MENU

Home  
Back

NAVIGATION

PTAX Login  
Web Request

Please fill out all required fields below. When you are finished, click the Submit button on the top of the page to continue with activation.

NEW LOGIN REQUEST

#### Account Information

Select the type of registration:

Account Administrator

I have an Invite Code

Please fill out all required fields below. When you are finished, click the Submit button on the top of the page to continue with activation.

**MENU**  
Home  
Back

**NEW LOGIN REQUEST**

**Account Information**

Select the type of registration:

- Account Administrator
- I have an Invite Code

Additional verification is required for Account Administrators:

Account Type: [Dropdown menu with options: Individual, Law Firm, Settlement Agency]   
Account ID Type: [Radio buttons: FEIN, SSN]  
Account ID: [Text input field]

**NAVIGATION**  
PTAX Login  
Web Request

Please fill out all required fields below. When you are finished, click the Submit button on the top of the page to continue with activation.

**MENU**  
Home  
Back

**NEW LOGIN REQUEST**

**Account Information**

Select the type of registration:

- Account Administrator
- I have an Invite Code

Additional verification is required for Account Administrators:

Account Type: [Dropdown menu with options: Individual, Law Firm, Settlement Agency]   
Account ID Type:  FEIN  SSN  
Account ID: [Text input field with value 11-5555555]

**NAVIGATION**  
PTAX Login  
Web Request

**MyTaxIllinois** Submit Cancel

Please fill out all required fields below. When you are finished, click the Submit button on the top of the page to continue with activation.

**MENU**  
Home  
Back

**NEW LOGIN REQUEST**

**Confirm ID Entry**

Re-enter Account ID

OK Cancel

**NAVIGATION**  
PTAX Login  
Web Request

**Additional verification is required for Account Administrators:**

Account Type  ⓘ

Account ID Type  FEIN  SSN

Account ID

**MENU**

- Home
- Back

**NAVIGATION**

- PTAX Login
- Web Request

**MORE INFORMATION**

- Help Using MyDec
- IDOR Home
- Contact Us
- Privacy Policy

**Account Information**

Select the type of registration:

- Account Administrator
- I have an Invite Code

Additional verification is required for Account Administrators:

Account Type:

Account ID Type:  FEIN  SSN

Account ID:

Complete the following:

Organization Name:

Your Name:

Street Address:

City:

State:  ZIP Code:

**Create Your New Login**

Enter the contact information for this login:

Email Address:

Confirm Email Address:

Contact Phone Number:

Select your login credentials:

Pick a Username:

Password:

Confirm Password:

- Password Rules**
- Minimum 6 characters, no more than 20
  - Passwords must contain both letters and numbers
  - Passwords must be mixed case

In case you forget your username or password:

How many bones have you broken in your life?

Field Color Guide:  Required  Optional  Calculated  Needs correction  Field help  Caution  Attention Needed

**From:** MyDec  
**Sent:** Wednesday, June 03, 2015 4:10 PM  
**To:** your\_email@lawoffice.com  
**Subject:** Authorization code for MyDec at MyTax Illinois on behalf of: your\_email@lawoffice.com

You have successfully activated your MyDec at MyTax Illinois: Online Real Property Transfer Tax Declarations account for FirstName LastName

Your authorization code is b8wvyx. This authorization code, along with the username and password that you created, will be needed to login to your MyDec account for the first time.

**Important:** You are establishing your first Administrator logon for MyDec at MyTax Illinois: Online Real Property Transfer Tax Declarations. Administrator users have the ability to invite and deactivate additional users as well as edit user roles

[Click here to login to MyDec](#)

Do not reply to this email. This is an unmonitored address and replies to this email cannot be responded to or read. If you have questions, visit our website at [tax.illinois.gov](http://tax.illinois.gov) or call us at 1 844 445-1114.

MENU

Home

NAVIGATION

PTAX Login

### MyDec at MyTax Illinois: Online Real Property Transfer Tax Declarations

#### Who can use this site?

This website allows individuals, law firms, and settlement agencies (title companies) to file Transfer Tax Declarations online, and view Declarations already created. Additionally, users can track the status of, and make corrections to, the Declaration during the recording process.

Law firms and settlement agencies who wish to have multiple users acting on Declarations must choose one representative to create the MyDec account establishing the Account Administrator login. The Account Administrator can then invite additional users (employees, partners, etc.) to access the company's MyDec account.

#### Getting started:

Before starting a new Declaration, check for the county where the property is located in the list of participating government agencies below. If the county is not found in the list of participants, do not prepare your Declaration with this site.

Note: If the county is listed but the municipality is not, you may prepare your Declaration with this site, but you also will be required to follow the municipality's current processes not included in this system.

#### GOVERNMENT AGENCIES

Champaign County  
Cook County City of Chicago  
DuPage County

#### Don't have an account?

Individuals, law firms, and settlement agencies may sign up for access using the button below. A username and password is required to create Real Property Transfer Tax Declarations using this site.

Sign up Now!

#### Login here:

Username  
Lawyer1 [Forgot?](#)

Password  
Required [Forgot?](#)

Authorization code required:  
b9wwyx [Log in](#)

MENU

Home

NAVIGATION

PTAX Login

### MyDec at MyTax Illinois: Online Real Property Transfer Tax Declarations

#### Who can use this site?

This website allows individuals, law firms, and settlement agencies (title companies) to file Transfer Tax Declarations online, and view Declarations already created. Additionally, users can track the status of, and make corrections to, the Declaration during the recording process.

Law firms and settlement agencies who wish to have multiple users acting on Declarations must choose one representative to create the MyDec account establishing the Account Administrator login. The Account Administrator can then invite additional users (employees, partners, etc.) to access the company's MyDec account.

#### Getting started:

Before starting a new Declaration, check for the county where the property is located in the list of participating government agencies below. If the county is not found in the list of participants, do not prepare your Declaration with this site.

Note: If the county is listed but the municipality is not, you may prepare your Declaration with this site, but you also will be required to follow the municipality's current processes not included in this system.

#### GOVERNMENT AGENCIES

Champaign County  
Cook County City of Chicago  
DuPage County

#### Don't have an account?

Individuals, law firms, and settlement agencies may sign up for access using the button below. A username and password is required to create Real Property Transfer Tax Declarations using this site.

Sign up Now!

#### Login here:

Username  
Lawyer1 [Forgot?](#)

Password  
\*\*\*\*\* [Forgot?](#)

Authorization code required:  
b9wwyx [Log in](#)

MENU | Log Off  
Home

FIRSTNAME LASTNAME  
Company Name ATTORNEY LAW FIRM  
Registration Type LF Administrator

I WANT TO... Profile  
Add a new Declaration  
Invite a new user  
Restore data from EZDec

DECLARATIONS | MESSAGES 0 | REQUESTS 0  
ATTENTION NEEDED 0 | INCOMPLETE 0 | HISTORY 0 | SEARCH

NAVIGATION  
Customer Summary

DECLARATIONS NEEDING ATTENTION Filter  
Primary PIN Declaration ID Address Buyer Last Name Seller Last Name Escrow # Status Last Activity

MENU | Log Off  
Home

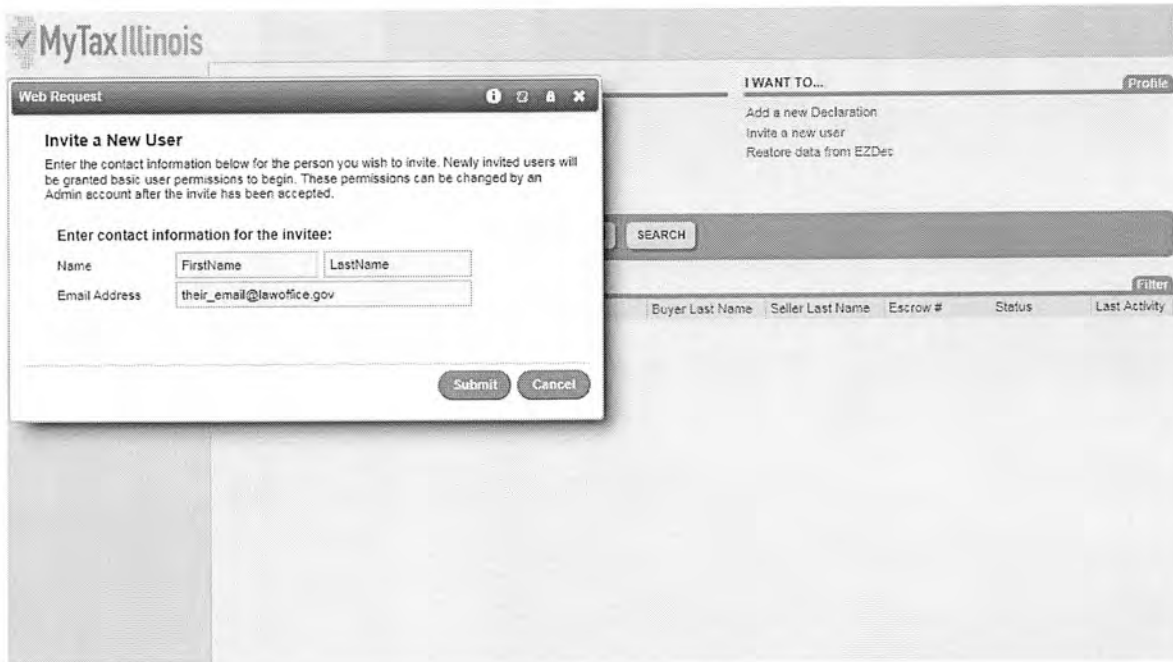
FIRSTNAME LASTNAME  
Company Name ATTORNEY LAW FIRM  
Registration Type LF Administrator

I WANT TO... Profile  
Add a new Declaration  
Invite a new user  
Restore data from EZDec

DECLARATIONS | MESSAGES 0 | REQUESTS 0  
ATTENTION NEEDED 0 | INCOMPLETE 0 | HISTORY 0 | SEARCH

NAVIGATION  
Customer Summary

DECLARATIONS NEEDING ATTENTION Filter  
Primary PIN Declaration ID Address Buyer Last Name Seller Last Name Escrow # Status Last Activity



**From:** MyDec  
**Sent:** Wednesday, June 03, 2015 4:26:54 PM (UTC-06:00) Central Time (US & Canada)  
**To:** REV.GT.Tech  
**Subject:** MyDec at MyTax Illinois: Online Real Property Transfer Tax Declarations on behalf of: their\_email@lawoffice.com

You have been invited to create a MyDec at MyTax Illinois: Online Real Property Transfer Tax Declarations account.

Your Invite Code is **jpffc4xv**. This code is needed to create your new account.

[Click here to set up your new MyDec account](#)

Do not reply to this email. This is an unmonitored address and replies to this email cannot be responded to or read. If you have questions, visit our website at [tax.illinois.gov](http://tax.illinois.gov) or call us at 1 844 445-1114.

## MyDec at MyTax Illinois: Online Real Property Transfer Tax Declarations

### Who can use this site?

This website allows individuals, law firms, and settlement agencies (title companies) to file Transfer Tax Declarations online, and view Declarations already created. Additionally, users can track the status of, and make corrections to, the Declaration during the recording process.

Law firms and settlement agencies who wish to have multiple users acting on Declarations must choose one representative to create the MyDec account establishing the Account Administrator login. The Account Administrator can then invite additional users (employees, partners, etc.) to access the company's MyDec account.

### Getting started:

Before starting a new Declaration, check for the county where the property is located in the list of participating government agencies below. If the county is not found in the list of participants, do not prepare your Declaration with this site.

Note: If the county is listed but the municipality is not, you may prepare your Declaration with this site, but you also will be required to follow the municipality's current processes not included in this system.

### GOVERNMENT AGENCIES

- Champaign County
- Cook County City of Chicago
- DuPage County
- Grundy County
- Peoria County
- Sankamon County

### Don't have an account?

Individuals, law firms, and settlement agencies may sign up for access using the button below. A username and password is required to create Real Property Transfer Tax Declarations using this site.

Sign up Now!

### Login here:

Username  [Forgot?](#)

Password  [Forgot?](#)

Log In

Submit Cancel

Please fill out all required fields below. When you are finished, click the Submit button on the top of the page to continue with activation.

### NEW LOGIN REQUEST

#### Account Information

Select the type of registration:

Account Administrator

I have an Invite Code



**MENU**

- Home
- Back

Please fill out all required fields below. When you are finished, click the Submit button on the top of the page to continue with activation.

**NEW LOGIN REQUEST**

**Account Information**

Select the type of registration:

- Account Administrator
- I have an Invite Code

Enter Your Invite Code

Complete the following:

Organization Name  **Required**

Your Name  *Required*  *Required* **Required**

Street Address  *Required*

City  *Required*

State  *Required* ZIP Code  *Required*

**Create Your New Login**

Enter the contact information for this login:

Email Address  *Required*

Confirm Email Address  *Required*

Contact Phone Number  *Required*  *Extension*

Select your login credentials:

Pick a Username  *Required*

Password  *Required*

Confirm Password  *Required*

- Password Rules**
- Minimum 8 characters, no more than 20
  - Passwords must contain both letters and numbers
  - Passwords must be mixed case

**NAVIGATION**

- PTAX Login
- Web Request

## My Dec Instructions

Login at <https://mytax.illinois.gov/MyDec/>

**MyTaxIllinois**

**MyDec at MyTax Illinois: Online Real Property Transfer Tax Declarations**

**Who can use this site?**  
 This website allows individuals, law firms, and settlement agencies (life companies) to file Transfer Tax Declarations online, and view Declarations already created. Additionally, users can track the status of, and make corrections to, the Declaration during the recording process.

**Getting started:**  
 Before starting a new Declaration, check for the county where the property is located in the list of participating government agencies below. If the county is not found in the list of participants, do not prepare your Declaration with this site.

**GOVERNMENT AGENCIES**

Cook County      City of Chicago

**Don't have an account?**  
 Individuals, law firms, and settlement agencies may sign up for access using the button below. A username and password is required to create Real Property Transfer Tax Declarations using this site.

**Sign up Now!**

**Login here:**

Username:  [Forgot?](#)

Password:  [Forgot?](#)

**Log in**

Enter your login and password (you should have received an invitation from My Dec to set up your login and password)

Once you have logged in, you will get to the Home page. Click Search

Company Name: ATTORNEYS TITLE GUARANTY FUND INC      Add a new Declaration

Registration Type: Administrator      Invite a new user

Stamp Authorized for: Cook County, Chicago      Restore data from EZDec

DECLARATIONS    ACCOUNTING 0    MESSAGES 31    REQUESTS 4

ATTENTION NEEDED 1,163    INCOMPLETE 4    HISTORY 1,238    SEARCH

**DECLARATIONS NEEDING ATTENTION**      Filter

1 - 50 of 1,163

Primary PIN	Declaration ID	Address	Buyer Last Name	Seller Last Name	Escrow #	Status	Last Activity
03-05-216-000-0000	20140501605661	17 S GREENWOOD CT B...	MAKHLLOUF		130297339658	Closing Com...	7/8/2014
02-24-104-048-1014	20140701609221	111 BAYBROOK DR # 11...	MACCOWAN	THE CHICAGO...	140165700427	Closing Com...	7/8/2014
25-15-101-024-0000	20140701610707	64 E 103RD PL CHICAGO...	STOYCHEV	N/A		Declaration...	7/8/2014
16-19-322-008-0000	20140701609932	1921 KENILWORTH AVE...	GAUSE	FANNIE MAE A...	130297342676	Closing Com...	7/8/2014
17-29-307-083-0000	20140701609719	2516 S THROOP ST CHI...	CHOY	PIENTA	140708700800	Municipality...	7/8/2014
18-11-201-011-0000	20140701610655	741 N DRAKE AVE CHIC...	BLUE RIVER H...	NAMASTE ASS...		Declaration...	7/8/2014

Type the PIN Number into the appropriate box and click Search

The screenshot shows the MyTax Illinois search interface. At the top, there are navigation tabs: DECLARATIONS, ACCOUNTING 0, MESSAGES 31, and REQUESTS 4. Below these are buttons for ATTENTION NEEDED (1,162), INCOMPLETE (4), HISTORY (1,320), and SEARCH. The search form includes a Declaration ID field, a Status dropdown menu, and a Primary PIN field containing the value 25-07-105-022-0000. A Search button is located to the right of the Status dropdown. Below the search form is a table titled 'DECLARATION SEARCH' with columns: Primary PIN, Declaration ID, Address, Buyer Last Name, Seller Last Name, Escrow #, and Status. The first row of data shows: Primary PIN 25-07-105-022-0000, Declaration ID 20140601601338, Address 9514 S HOYNE AVE CHICAGO, Buyer Last Name Emms, Seller Last Name Kindybalyk Mana..., Escrow # 140332601..., and Status Municipality. An arrow points to the Primary PIN field in the search form, and another arrow points to the Search button.

Once you see the declaration click on the PIN Number to open the Dec

You can also use the Dec ID # if you have it available.

Enter it into the box provided and then select Declaration Submitted as the status

If your Dec does not show up, search it by PIN number.

IF it does NOT show up from EITHER search, the attorney who created the Dec must release the Dec or re-create the Dec in order for you to find the Dec.

The screenshot shows the MyTax Illinois user profile and search interface. The user is logged in as PATTY WOODS. The profile information includes: Company Name ATTORNEYS TITLE GUARANTY FUND INC, Registration Type Administrator, and Stamp Authorized for Cook County, Chicago. There are links for 'I WANT TO...' such as 'Add a new Declaration', 'Invite a new user', and 'Restore data from EZDec'. The search interface is similar to the previous screenshot, but the Declaration ID field contains 20140601603931 and the Status dropdown is set to 'Declaration Submitted'. The 'DECLARATION SEARCH' table shows a single result: Primary PIN 13-18-409-069-1212, Declaration ID 20140601603931, Address 6461 W WARNER AVE # 314 C..., Buyer Last Name ZALEWSKI, Seller Last Name DONNA DES G..., and Escrow #.

Once you open the Dec, Click on Accept Declaration -

**MyTax Illinois**

MENU | Log Off  
Home  
Back

NAVIGATION  
Customer Summary  
View Declaration: 20140701610643

ACTIONS  
Accept Declaration  
Printable copy of Declaration  
Return to Summary

Declaration ID: 20140701610643  
Status: Declaration Submitted  
State/County Stamp: Not Issued  
Document No.: Not Recorded

STATE FORM | COUNTY FORM

PTAX-203 STEP 1A | PTAX-203 STEP 1B | PTAX-203 STEP 2 | PTAX-203 STEP 3 | PTAX-203 STEP 4

### PTAX-203 Real Estate Transfer Declaration

**Step 1: Identify the property and sale information**

1 1270 N STERLING AVE # 209 PALATINE  
Street address of property (or 911 address, if available) City or village

Palatine Cook  Update the property address for this PIN  
Township County

02-09-402-100-1742 1756 Sq. Feet No  
Primary PIN Lot size or acreage Unit Split Parcel

2 Total number of parcels to be transferred: 1

3 Enter additional parcel identifying numbers and lot sizes or acreage [Click to add PINs](#)

4 Date of instrument: 7/9/2014

5 Type of instrument: Special Warranty Deed

6 Will the property be the buyer's principal residence?  Yes  No

7 Was the property advertised for sale? (i.e., media, sign, newspaper, realtor)  Yes  No

Enter ATG's escrow number if it is not already filled in. You will then be asked if you are ready to accept the declaration, click OK

**Request: Accept Declaration**

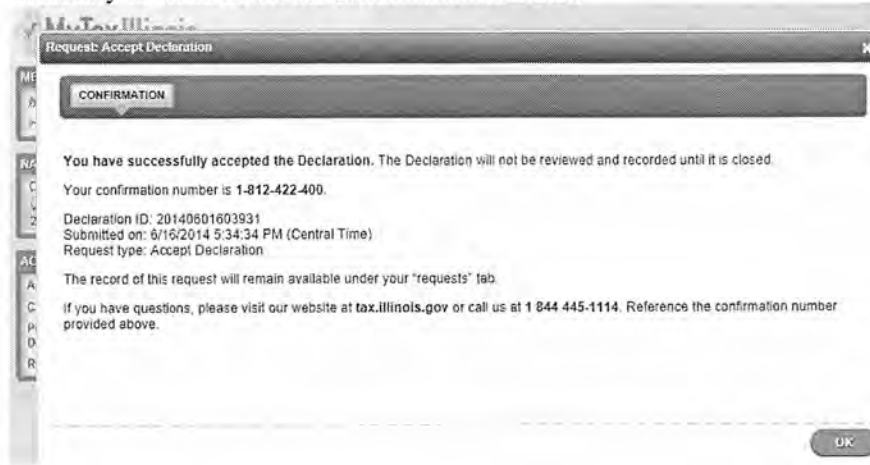
The Declaration is ready for acceptance  
Review all Declaration information for accuracy.

Declaration ID 20140701610643  
Primary PIN 02-09-402-100-1742  
Escrow number (if applicable)

If you are ready to accept this Declaration, click 'Submit'. You may make changes to the Declaration once accepted and prior to closing.

[Submit](#) [Cancel](#)

You will then get a confirmation box where you need to click OK again. It is not necessary to write down the confirmation numbers



Next step, click Change Declaration



PLEASE REVIEW THE ENTIRE DECLARATION AND VERIFY ALL THE INFORMATION IS CORRECT; OTHERWISE THE DEED WILL NOT BE RECORDED.

The GREEN fields are optional fields and the YELLOW fields are required fields

-While it is highlighted green, please enter the legal description

-In Resource: click "Print Documents" button in top left, type in "Doc Legal," double click to select, press print documents. When the screen pops up, highlight the description and hit CTRL+C to copy and paste into MyDec.

**WE CANNOT EDIT AFTER YOU CLOSE THE DEC.**

Closer must check the following information on My Dec against the Deed or the recorder's office will not record the documents.

-PIN Number

-Property Address

**Please make sure to check your property address in My Dec against your Deed.**

**IF YOUR MYDEC PROPERTY ADDRESS DOES NOT MATCH YOUR DEED'S PROPERTY ADDRESS YOU CAN CHANGE THE PROPERTY ADDRESS ON MYDEC BY CLICKING THE UPDATE PROPERTY CHECKBOX:**

Check "Update the Property Address" Box

STATE FORM COUNTY FORM

PTAX-203 STEP 1A PTAX-203 STEP 1B PTAX-203 STEP 2 PTAX-203 STEP 3 PTAX-203 STEP 4 EXEMPT TRANSFER

### PTAX-203

#### Illinois Real Estate Transfer Declaration

INSTRUCTIONS

**Step 1: Identify the property and sale information**

1 3025 VERNON AVE WOODFIELD 60513-1003  
Street address of property (or 911 address, if available) or village ZIP

Proviso Cook  Update the property address for this PIN  
Township County

15-27-422-027-0000 50 x 125 Dimensions No  
Primary PIN Lot size or acreage Unit Split Parcel

2 Total number of parcels to be transferred: 1

3 Enter additional parcel identifying numbers and lot sizes or acreage

You can now edit the Street Address, City/Village, and ZIP

STATE FORM COUNTY FORM

PTAX-203 STEP 1A PTAX-203 STEP 1B PTAX-203 STEP 2 PTAX-203 STEP 3 PTAX-203 STEP 4 EXEMPT TRANSFER

### PTAX-203

#### Illinois Real Estate Transfer Declaration

INSTRUCTIONS

**Step 1: Identify the property and sale information**

1

3025 VERNON AVE	BROOKFIELD	60513-1003
Street address of property (or 911 address, if available)	City or village	ZIP

Proviso Cook  Update the property address for this PIN

Township County

15-27-422-027-0000	50x125	Dimensions	No
Primary PIN	Lot size or acreage	Unit	Split Parcel

2 Total number of parcels to be transferred.

3 Enter additional parcel identifying numbers and lot sizes or acreage. [Click to add PINs](#)

\*Uncheck the "Update Property Address" box after you make your necessary changes and before continuing\*

**Continue on to check the following:**

- Full Actual Consideration
- Property Transfer Date (must be date of disbursement)
- Grantees names must match exactly
- Grantors names must match exactly
- Buyer Mail to for Tax Documents

-You must validate each address on this page. If you cannot select a validated address, try changing (for example) a UNIT to APT or retyping the street address. After doing this, the validated address will not come up until you hit ENTER on your keyboard.

Click Submit (blue button) at the top right when finished with changes.

Submit Cancel

State/County Stamp: Not Issued

PTAX-203 STEP 2 PTAX-203 STEP 3 PTAX-203 STEP 4 EXEMPT TRANSFER

## Real Estate Transfer Declaration

INSTRUCTIONS

### Property and sale information

Address, if available) PALATINE City or village 60067-8461 ZIP

Cook  Update the property address for this PIN

County

1756 Sq. Feet No

Lot size or acreage Unit Split Parcel

You will then arrive at the screen after you accepted the Declaration:

MyTax Illinois

Declaration ID: 20140701610695

Status: Declaration Accepted State/County Stamp: Not Issued

Document No.: Not Recorded

PTAX-203 STEP 1A PTAX-203 STEP 1B PTAX-203 STEP 2 PTAX-203 STEP 3 PTAX-203 STEP 4 EXEMPT TRANSFER

### PTAX-203 Illinois Real Estate Transfer Declaration

**Step 1: Identify the property and sale information**

1 12345 MAIN DRIVE ARLINGTON HEIGHTS 60065-4346

Street address of property (or 911 address, if available) City or village ZIP

Elk Grove Cook  Update the property address for this PIN

Township County

00-15-301-005-1210 No

Primary PIN Lot size or acreage Unit Split Parcel

2 Total number of parcels to be transferred 1

3 Enter additional parcel identifying numbers and lot sizes or acreage. [Click to add PINs](#)

4 Date of instrument 7/1/2014

5 Type of instrument Warranty Deed

6 Will the property be the buyer's principal residence?  Yes  No

7 Was the property advertised for sale?  Yes  No  
O.e. media, sign, newspaper, realtor?

8 Identify the property's current and intended primary use

	Current Use	Intended Use
a Land / Lot only	<input type="radio"/>	<input type="radio"/>
b Residence (single family, detached, townhome, or duplex)	<input checked="" type="radio"/>	<input checked="" type="radio"/>
c Mobile home residence	<input type="radio"/>	<input type="radio"/>
d Apartment building (5 units or less)	<input type="radio"/> No. of units: 0	<input type="radio"/> No. of units: 0
e Apartment building (over 5 units)	<input type="radio"/> No. of units: 0	<input type="radio"/> No. of units: 0
f Office	<input type="radio"/>	<input type="radio"/>
g Retail establishment	<input type="radio"/>	<input type="radio"/>

Field Color Guide:  Required  Optional  Calculated  Needs correction  Field help  Caution  Attention needed



## City of Chicago

Effective January 1<sup>st</sup> 2016, the MyDec filing system will automatically assess applicable interest and late penalty charges on declarations where the payment for Chicago transfer stamps is made more than 7 calendar days after the date of the transfer. The closer is responsible for changing the transfer date under the City Form in Section 4. The transfer date is the date of disbursement.

Declaration ID:

Status: Declaration Accepted      State/County Stamp: Not Issued  
Document No.: Not Recorded      City Stamp: Not Issued

STATE FORM    COUNTY FORM    **CITY FORM**

SECTION 1 AND 2    EXEMPT TRANSFER    SECTION 4 AND 5    SECTION 6 AND 7    SECTION 8

\*\*\* Stamp Purchase Overdue \*\*\*

City of Chicago  
Department of Finance  
Real Property Transfer Tax Declaration  
Form - 7551

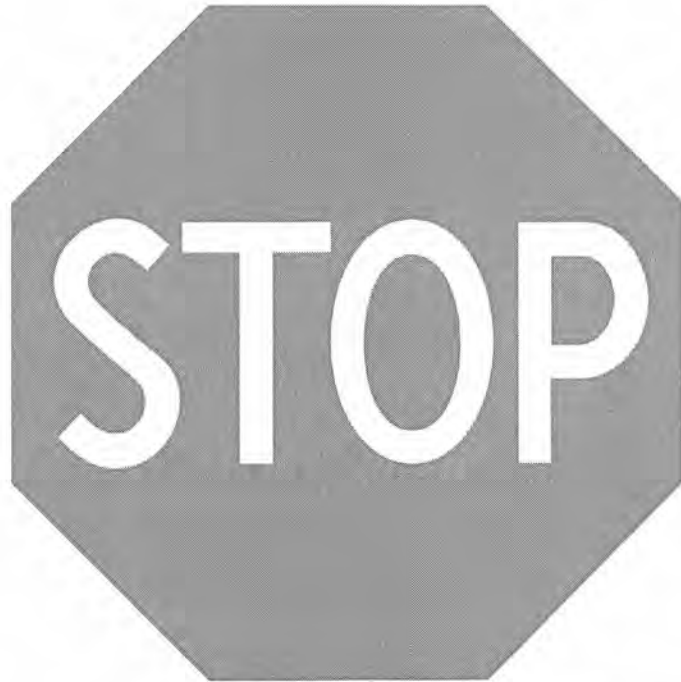
Note: This form must be filled out completely for ALL real estate transfers, including transfers for which an exemption is claimed (see Municipal Code 3-33-070). If any information is omitted, this declaration form will be deemed incomplete and you may be assessed penalties and interest.

### Section 4. Additional Transfer Information

1. Enter the earlier of (1) the date of delivery or (2) the date of recording of the instrument of transfer:

2. Does any part of the transfer price consist of consideration other than cash?  Yes  No

The penalty is 5% of the tax due. The interest begins after a 7 day grace period and calculates at 12% annually.



**DO NOT COMPLETE THE CLOSING**

**PLEASE CHECK THAT ALL THE  
INFORMATION IN MY DEC MATCHES  
EXACTLY WITH THE INFORMATION ON  
YOUR DEED**

**THE SEARCH DEPARTMENT WILL  
COMPLETE THE CLOSING AND  
AUTHORIZE THE STAMPS**

**Paid Assessment Letter**  
**Condominium No. 2**  
**Management, Inc.**

**Property Information:**

Palatine, IL 60067

Seller:

Buyer:

**Requestor:**

Estimated Closing Date: 03-20-2019

**General Information**

This information is good through	03-31-2019
Is this account in collections?	No
This Association either has no or waives its Right of First Refusal.	
What is the current regular assessment against the unit?	237.16
What is the frequency of the assessment charge?	Monthly
The regular assessment is paid through:	03-31-2019
The regular assessment is next due:	04-01-2019
What day of the month are regular assessments due?	1st
How many days after the due date is the regular assessment considered delinquent?	10
<b>Comments: or 20</b>	
The penalty for delinquent assessments is:	\$25.00
<b>Comments: or \$20.00</b>	

**Specific Fees Due To Forest Edge Condominium No. 2**

Closing agent is required to collect the following number of additional regular assessments at closing:	
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided.	See Comments
<b>Comments: A special assessment will go into effect in the very near future for asphalt and/or roof replacement. At this time there is no date or amounts determined.</b>	
Owner's current balance due (you may total the owners balance due using the breakdown below):	\$50.00
Insurance violation Jan. 2018	\$50.00

**General Association Information**

Are there any violations against this unit?	See Comments
<b>Comments: The Association does not conduct a pre-sale inspection and accordingly cannot make any statement about the prior unit owner(s) meeting compliance with regards to any improvements or alterations made to the unit or the limited common elements. Please be advised that should any unauthorized improvements or alterations exist the new owner becomes solely responsible for the issue(s), whether known or unknown at the time of purchase. Further, the Association cannot waive any liability or excuse any fines incurred either before or after purchase.</b>	



**Paid Assessment Letter**  
**Condominium No. 2**  
**Management, Inc.**

**Property Information:**

Ave Unit: 101

Palatine, IL 60067

Seller:

Buyer:

**Requestor:**

Estimated Closing Date: 03-20-2019

Is the association or the developer (if the project has not been turned over to the homeowners association) involved in any current or pending litigation? If yes, a comment is required. (Do not include neighbor disputes or rights of quiet enjoyment, litigation where the claim amount is known and the insurance carrier will provide defense and coverage, or where the HOA is named as a plaintiff in a foreclosure action or to collect past due assessments). No

**Insurance Information**

Insurance broker's or agent's company name:

Chaucer Insurance

Identify the insurance agent's name:

Insurance agent's phone number:

847-

Insurance agent's fax number:

Contact Agent

Insurance agent's email address:

Contact Agent

*Patty Fordlach*

**Resale Manager**

**Date: 03-07-2019**

**Management, Inc.**

**Phone: 630-**

**Comments:**

Please be aware there is a \$50.00 balance due and owing that must be paid at closing with certified funds or a title company check. If said amount is not paid at closing it will transfer to the buyers account and become due and owing immediately.

Please be aware all units owners were issued a parking hang tag and this must be given to the buyer at closing. If a replacement is needed, the cost is \$75.00 each.



**Paid Assessment Letter**

**Condominium No. 2**

**Management, Inc.**

**Property Information:**

1415 N  
Palatine, IL 60067

Seller:

Buyer:

**Requestor:**

Law Office of

Estimated Closing Date: 03-20-2019

**Payments Due At Closing**

<b>Fees Due to</b>	<b>Condominium No. 2</b>		
		Owner Current Balance	\$50.00
		<b>Total</b>	<b>\$50.00</b>

**Include this confirmation number LL3785596 on the check for \$50.00 payable to and send to the address below.**

**Condominium No. 2**

**Bensenville, IL 60106**



**Paid Assessment Letter  
Condominium No. 2  
Management, Inc.**

**Property Information:**

1415 N  
Palatine, IL 60067  
Seller:  
Buyer:

**Requestor:**

Law Office of  
Chicago, IL 60661

**Buyer and Seller Contact Information**

**Seller's New Address:**

Phone: 1  
Email: 1

**Buyer's Address:**

Wheaton, IL 60189  
Phone:  
Email:  
Is buyer occupant? Yes

**Closing Information**

File/Escrow Number:  
Estimated Close Date: 03-20-2019  
Homewise Confirmation Number: LL

Sales Price: 106,500.00  
Closing Date:  
Homewise Transaction ID:

**Status Information**

Date of Order: 02-20-2019  
Board Approval Date:  
Order Complete Date: 03-07-2019  
Date Paid: 02-20-2019

Order Retrieved Date: 02-22-2019  
Inspection Date:

**Community Manager Information**

Company: Management, Inc.  
Completed By:  
Primary Contact:  
Address:

Bensenville, IL 60106  
Phone:  
Fax:  
Email:



**SAMPLE PAYOFF LETTER (PAGE 1 OF 2)**



Payoff Department, Mail Stop FWTX346  
5401 N. Beach St.  
Ft. Worth, TX 76137-2739

FAX 516 0926 3032  
Automated Payoff  
Faxed Demand  
XX  
xx 99999

**PAYOFF DEMAND STATEMENT**

**Statement Void After  
September 28, 2007**

Statement Date  
September 17, 2007

Countrywide Home Loans  
Loan No.: [REDACTED]

[REDACTED]

Faxed to: 1-312-372-7076

(CONV)

<b>PAYOFF</b>	Principal Balance as of 08/01/2007	\$108,080.88
<b>CALCULATION</b>	Interest from 08/01/2007 to 09/28/2007	1,083.88
	County Recording Fee	36.50
	Uncollected Late Charges	68.62
	<b>Total Amount Required to Release Lien (As of September 28, 2007)</b>	<b>\$109,269.84</b>
	Expedited Payoff Service Fee	30.00
	<b>Total Amount Due</b>	<b>\$109,299.84</b>

*AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE SEPTEMBER 28, 2007.*

**INTEREST CALCULATIONS**

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

**PAYOFF INSTRUCTIONS**

Payoff funds must be made payable to Countrywide Home Loans Servicing LP and will be accepted by WIRE or CERTIFIED FUNDS ONLY. They MUST reference the Countrywide loan number, property address and borrower's name in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 3:00 p.m. Central Time may be posted the following business day.

**Wire Funds to:**  
Beneficiary Bank: Bank of America  
ABA Routing #: 0260-0959-3  
Beneficiary Acct Name: MRC  
MRC Account #: [REDACTED]  
Reference: [REDACTED]  
Loan Number: [REDACTED]

**Mail CERTIFIED Funds to:**  
Countrywide Home Loans Servicing LP  
Attention: Payoff Department, Mail Stop FWTX346  
5401 N. Beach St.  
Ft. Worth, TX 76137-2733

**BANK OF AMERICA WILL NOT PROCESS OR ACCEPT PAYMENTS OTHER THAN WIRE FUNDS WITH RESPECT TO THIS ACCOUNT.**

Please call 1-800-669-5833 for updated payoff information within 24 hours of submitting funds.  
See following page for important information. S310L1 7406 05/24/2007

**EXHIBIT 29: SAMPLE PAYOFF LETTER (PAGE 2 OF 2)**

Countrywide Home Loans  
Loan No. [REDACTED]

Statement Date:  
September 17, 2007

Statement Void After:  
September 28, 2007

**NOTICE TO TITLE COMPANY**

Countrywide, as mortgagee of record, has an obligation under Illinois law to record a release of lien upon satisfaction of the mortgage loan. Accordingly, we have procedures in place to prepare and record such release promptly after we receive the payoff funds and have included recording fees for release in our payoff demand statement. In order to avoid duplicate effort and charges, PLEASE DO NOT RECORD A CERTIFICATE OF RELEASE FOR THIS LOAN OR COLLECT RECORDING FEES THEREFOR.

The following escrow items may be disbursed prior to our receipt of payoff funds:

ESCROW ACCOUNT INFORMATION	Escrow Item	Last Pmt Date	Last Pmt Amt	Next Due Date
	County Tax	02/13/2007	866.08	08/01/2007
	County Tax	08/14/2006	883.76	02/01/2008

**YOUR CURRENT ESCROW BALANCE IS \$1,145.96 AND MAY NOT BE USED AS A CREDIT TOWARD PAYOFF. COUNTRYWIDE AUTOMATICALLY PROCESSES ESCROW REFUNDS 14 DAYS AFTER PAYOFF IN ORDER TO ENSURE ALL OUTSTANDING FUNDS HAVE CLEARED.**

ESTIMATED PAYOFF SCHEDULE	As of	Amount	As of	Amount
	09/18/2007	109,111.06		
	09/19/2007	109,129.94	Total Payoff as of September 28, 2007 \$109,299.84	
	09/20/2007	109,148.82		
	09/21/2007	109,167.70		
	09/24/2007	109,224.33		
	09/25/2007	109,243.20		
	09/26/2007	109,262.08		
	09/27/2007	109,280.96		

**AUTOMATIC PAYOFF UPDATES**

Countrywide provides free estimated payoff information through an automated telephone system at 1-800-669-5833. If all payoff figures are available. You have elected to purchase Countrywide's written expedited payoff service, for a charge of \$30.00, which includes free automatic updates through the expiration of the demand. The payment of this fee is NOT a condition for the release or reconveyance of the Security Instrument. If you request further written payoffs, they will be subject to an additional charge of \$30.00 per statement (up to a maximum of \$90.00), if allowed by applicable law.

**PAYOFF OVERAGES**

If Countrywide receives funds greater than the amount required to pay off your loan, we will automatically process the overage within 14 days after payoff and return the excess amount to you. If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.

**BANKRUPTCY DISCHARGE**

If you have received a discharge of this debt in a bankruptcy, you have no personal obligation to repay this debt. However, the lender may still foreclose on your property if the debt is not paid as required by the loan documents. This payoff statement is provided at your request and for your convenience. This is not an attempt to collect a debt that has been discharged, nor a demand for payment.

**ADDITIONAL INFORMATION**

The payoff amount indicated in this statement is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please DO NOT place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to Countrywide Home Loans Servicing LP;
- Late charges may be assessed for delinquent payments received after: 10/16/2007;
- Funds may be deducted from your escrow account to pay taxes, insurance or other escrow items that become due.

Automated Payoff Request Line: 1-800-669-5833

Fax: 1-817-230-5828

Note: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al 1-800-669-6907.



<b>FULL PAYMENT CERTIFICATE</b> City of Chicago Department of Finance 333 South State Street- Suite 330 Monday-Friday 8:30 AM – 4:30 PM fpc@cityofchicago.org	CERTIFICATE #:	DATE: <b>04/12/2019</b>	A.K.A
	BOOK	Page	MC#(s)

APPLICATIONS ARE REQUIRED FOR ALL TRANSFERS OF PROPERTY. SEPARATE APPLICATIONS ARE REQUIRED FOR EACH PROPERTY TO BE TRANSFERRED. FPC Fee is \$50 per application. The FPC fee is waived if the subject property is exempt from the City of Chicago Real Property Transfer Tax. Application #  1  OF  1  (QTY)

**1. PREMISES INFORMATION**

PREMISES ADDRESS(ES):    
PROPERTY INDEX # (S):

**ADDITIONAL INFORMATION:**

Association Billed Condo/Townhouse/Coop

**2. BUYER/GRANTEE INFORMATION**

NAME:   EMAIL:   PHONE:

**BUYER REQUESTS FUTURE BILL BE MAILED TO:**

NAME:   ADDRESS:

**3. SELLER/GRANTOR INFORMATION**

NAME:   EMAIL:   PHONE:

**4. APPLICANT INFORMATION**

COMPANY NAME:  ATGF  NAME:  Luis Cabrera   
EMAIL:  lcabrera@atgf.com  PHONE:

**ACKNOWLEDGMENT.** - Applicant, as named above, requests that the City of Chicago update its billing records to reflect the transfer or pending transfer of the above premises that is the subject of this application. If new service charges accrue to the account prior to transfer of ownership of the subject property, the Department of Finance reserves the right to recalculate the balance owed. Under penalties provided by law pursuant to Section 1-109 of the Code of Civil Procedure, Applicant certifies that the statements set forth in this document are true and correct. Applicant acknowledges that persons who make material false statements may be fined not less than \$500, nor more than \$1,000, plus three times the City's damages, litigation costs, collection costs, and attorney's fees pursuant to Section 1-21-010 of the Municipal Code of Chicago.

Applicant acknowledges that if he, she or it acquired the above listed premises pursuant to a judicial foreclosure, any full payment certificate issued pursuant to this application will reflect a zero balance as of the execution date shown on the judicial deed, not as of the date of this application.

Initial here if property acquired pursuant to judicial deed.

<b>OFFICE USE ONLY</b>	Acct# <u> 858576-623643 </u>	Utility Charge \$ <u> 0 </u>	FPC CHARGE \$ <u> 50 </u>
	Acct# <u> </u>	Utility Charge \$ <u> </u>	FPC CHARGE \$ <u> </u>
	Acct# <u> </u>	Utility Charge \$ <u> </u>	FPC CHARGE \$ <u> </u>
	Based Upon <input type="checkbox"/> FINAL METER READING TAKEN <u> </u> / <u> </u> / <u> </u> <input type="checkbox"/> NON-METERED <u> </u> / <u> </u> / <u> </u>		
1. CLOSING BASED UPON A FINAL METER READING MUST OCCUR WITHIN 60 DAYS OF EITHER: (A) THE FINAL READING DATE, OR (B) THE AUTHORIZATION DATE, WHICHEVER IS EARLIER 2. CLOSING BASED UPON A NON-METERED TERM MUST OCCUR WITHIN 60 DAYS OF THE AUTHORIZATION DATE 3. ATTORNEYS ARE RESPONSIBLE FOR PRORATING FROM THE DATE ABOVE TO THE DATE OF CLOSING. CHARGES THAT ACCRUE AFTER THIS DATE WILL BE TRANSFERRED TO THE BUYER.			
CERTIFICATION AUTHORIZED BY: <u> L Cabrera </u> AUTHORIZATION DATE: <u> 04 / 12 / 2019 </u> FPC COMPLETION DATE DATE: <u> 04 / 12 / 2019 </u>			



# CERTIFICATE OF ZONING COMPLIANCE

#14092048-2503-03/06/18-DR - Fee 120.00

Department of Planning and Development  
City Hall, Room 905  
121 N. La Salle Street  
Chicago, IL 60602-1211

Phone: 312-744-6317  
TTY: 312-744-2950  
No fax filing permitted  
Hours: 8:30 a.m. - 4:15 p.m.

Date Received:  
**MAR 6 2018**  
  
COC - ZONING  
  
This Certificate may be picked up on:  
  
**MAR 14 2018**  
  
After 7 days, this Certificate will be mailed to the Owner listed in Section 4.

A Certificate of Zoning Compliance certifies the number of dwelling units at a property that are legal under the Chicago Zoning Ordinance (Title 17 of the Municipal Code of Chicago). This form is for use with buildings containing one to five dwelling units that are not condominiums or co-ops. Please read the instructions and disclaimers on both sides of this form before filling out this application.

## Part One: Application for Certificate of Zoning Compliance

**INSTRUCTIONS:** This section must be filled out completely, signed by the owner or the owner's agent, and presented in person or by mail to the Department of Planning and Development. Payment of a \$120.00 fee is required at the time this application is filed, payable to "City of Chicago Dept. of Revenue." Please clearly print or type.

1. Address of the Property: \_\_\_\_\_

2. PIN: \_\_\_\_\_ - 0000

*RS-3*

Number of Dwelling Units at this Property	Main or Front Building	Rear or Other Building
Basement:		
First Floor:	<i>one</i>	
Second Floor:	<i>one</i>	
Third Floor:		
Other (specify):		
Total:	<i>two</i>	

## 4. Owner Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## 5. Contact Person:

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

6. I, the undersigned, certify that the information provided above is true, correct, and complete.

Signature: \_\_\_\_\_ Date: *3-6-18*  
Print Name: \_\_\_\_\_  Owner  Agent

DEPARTMENT OF PLANNING AND DEVELOPMENT ONLY  
DO NOT FILL IN BELOW THIS LINE.

## Part Two: Certificate of Zoning Compliance

The application is:  Approved  Denied

**DISCLAIMER:** This Certificate does not certify a dwelling unit's compliance with the Chicago Building Code or the permit requirements of the Chicago Building Code.

*COCAD (2)*  
**ZONING COMPLIANCE**  
**COC - MAR 6 2018**  
Certified as *Two* total dwelling units

OMC No. \_\_\_\_\_

**ZONING AFFIDAVIT**

The Sellers, \_\_\_\_\_ (“Sellers”), and the Purchasers, \_\_\_\_\_ (“Purchasers”), have entered into a contract for a real estate transaction regarding the property commonly known as \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

The City of Chicago zoning ordinance requires that in order to transfer title to property located in the City of Chicago, a zoning certification must be presented to the recorder of deeds at the time of recording. This certification should be presented at the time of Closing.

Zoning certificates are NOT required on commercial properties, condominiums, or apartment buildings with 6 flats or more. Apartment buildings with 6 flats or more require a registration receipt from the City of Chicago Building Department.

The Purchasers hereby authorize and direct Attorneys’ Title Guaranty Fund, Inc. (“ATG”) to disburse the transaction and complete the Closing without the zoning certification. The Lender must be advised that the zoning certification has not been completed, and the Lender must approve of disbursement of the loan without the zoning certification.

ATG will order the zoning certification after the Closing, and the Purchasers hereby agree to accept the zoning certification “AS IS.” The Purchasers further agree to hold ATG harmless for any error that may be made by the City of Chicago Zoning Department in obtaining said certification.

ATG assumes no responsibility or liability if the zoning certification is not returned by the City of Chicago in compliance with the terms of the Contract.

This Affidavit is made solely for the purpose of inducing ATG to disburse and close this real estate transaction without the required zoning certification.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
[print name], Attorney for Purchaser

**LENDER**

By: Its \_\_\_\_\_

ATTORNEYS' TITLE GUARANTY FUND, INC.

COMMERCIAL EXTENDED COVERAGE AFFIDAVIT

STATE OF ILLINOIS )
COUNTY OF \_\_\_\_\_ ) SS

Commitment No.: \_\_\_\_\_

The undersigned, being first duly sworn, deposes and states with respect to the above-named commitment for title insurance:

- 1. That Affiant is the record owner of the land or the owner of the beneficial interest in the land trust holding record title to the land;
2. That during the term of such ownership, Affiant has not entered into any unrecorded agreements granting utility or other easements over, across, or under the land to any public or quasi-public utility or to any other person, except the following, if any:
3. That during the term of such ownership, Affiant has not received any notice of unrecorded utility or other easements over, across, or under the land, except the following, if any:
4. That during the term of such ownership, Affiant has not received any notice or obtained any knowledge of the exercise or attempted exercise of unrecorded utility rights or other unrecorded easement rights by any public or quasi-public utility or by any other person over, across, or under the land, except the following, if any:

The Affiant makes this affidavit for the purposes of inducing Attorneys' Title Guaranty Fund, Inc., to issue its Owner Policy without exceptions for unrecorded easements.

Dated: \_\_\_\_\_ Signature of Affiant
Printed Name of Affiant
Address of Affiant

Subscribed and sworn to before me this
Day of \_\_\_\_\_, \_\_\_\_\_
Notary Public

ATTORNEYS' TITLE GUARANTY FUND, INC.

COMMERCIAL REAL ESTATE BROKER'S LIEN ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

The undersigned, being first duly sworn, deposes and states that with respect to the land described in Attorneys' Title Guaranty Fund, Inc.'s commitment number \_\_\_\_\_:

(Strike inapplicable paragraph or language within paragraph.)

- a. Affiant is: the owner of the land/the lessee of the land/the lessee of the building or space therein on the land/a prospective buyer of the land/a prospective buyer of a leasehold estate in the land or of the building situated on the land or of space in the building situated on the land;
- b. Affiant has entered into a written agreement with a "broker" as defined in the Real Estate License Act of 1983, for the purpose of selling, leasing, or otherwise conveying an interest in the aforesaid land; that the said broker has performed under the terms of said written agreement and is entitled to compensation pursuant to said agreement in the amount of \$ \_\_\_\_\_.
- c. Affiant has entered into a written agreement with a "broker" as defined in the Real Estate License Act of 1983, for the purpose of acquiring ownership of the land, or a leasehold estate in the land or building situated on the land or space in a building situated on the land; and that the said broker has performed under the terms of said written agreement and is entitled compensation pursuant to said agreement in the amount of \$ \_\_\_\_\_.
- d. Affiant has entered into no written agreement nor is affiant aware of anyone else entering into any written agreement with any "broker," as defined in the Real Estate License Act of 1983, nor is affiant aware of anyone who has provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, leasing, subleasing, or otherwise conveying or acquiring any interest in the land.

The affiant makes this affidavit for the purpose of inducing Attorneys' Title Guaranty Fund, Inc. to insure the title to the land described in the above commitment without exception for a lien arising under the Commercial Real Estate Broker's Lien Act.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name of Affiant

\_\_\_\_\_  
Name of Affiant

Subscribed and sworn to before me this

\_\_\_\_\_  
Address of Affiant

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Notary Public

ATTORNEYS' TITLE GUARANTY FUND, INC.

WAIVER OF LIEN
ILLINOIS COMMERCIAL REAL ESTATE BROKER LIEN ACT

STATE OF ILLINOIS )
) SS
COUNTY OF \_\_\_\_\_ )

WHEREAS, the undersigned has entered into an agreement with \_\_\_\_\_ (owner) for the purpose of procuring a buyer, seller, lessee, sublessee, lessor, or lender, for the purpose of buying, selling, leasing, subleasing, financing, or otherwise conveying or acquiring an interest in the premises commonly known as \_\_\_\_\_, and;

WHEREAS, the undersigned has performed all required of it under the terms of said agreement and is entitled to compensation provided for therein.

NOW, THEREFORE, the undersigned, for and in consideration of \$ \_\_\_\_\_ and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby acknowledge satisfaction in full of the compensation due it under the agreement and does hereby waive any and all claims of, or right to, a lien under the statutes of the State of Illinois relating to real estate broker liens with respect to and on the said premises, the building or buildings or other improvements thereon, and the tenant spaces therein, if any, and on the monies or other considerations due or that may become due to the owner on account of said sale, purchase, lease, sublease, or financing transaction, or other conveyance.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year. (Seal)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year

(Affix Seal Here)

Notary Public

NOTE: All waivers must be for the full amount received by the undersigned. If the undersigned is a corporation, the corporate name should be used, corporate seal affixed, and title of the corporate officer signing the waiver set forth. If the undersigned is a partnership, the partnership name should be affixed by the managing partner.

BROKER'S AFFIDAVIT

STATE OF ILLINOIS )
) SS
COUNTY OF \_\_\_\_\_ )

TO WHOM IT MAY CONCERN:
The undersigned, being first duly sworn, on oath deposes and says that he/she is \_\_\_\_\_ of the firm of \_\_\_\_\_, which is the real estate broker for the sale, leasing, financing or other conveyance of the property commonly known as \_\_\_\_\_, and owned by \_\_\_\_\_; that the total compensation due under the agreement dated \_\_\_\_\_, with \_\_\_\_\_ (owner or agent) is \$ \_\_\_\_\_, on which payment of \$ \_\_\_\_\_ has been received prior to this payment; that to the best of his/her knowledge the following are the names of all other persons having an agreement or who have provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, leasing, subleasing, financing, or otherwise conveying or acquiring an interest in the premises: \_\_\_\_\_ (if none, state none).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year

(Seal)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year

(Affix Seal Here)

Notary Public

ATTORNEYS' TITLE GUARANTY FUND, INC.

PERSONAL UNDERTAKING (GAP)

WHEREAS, Attorneys' Title Guaranty Fund, Inc., hereinafter referred to as "ATG," is about to issue its title insurance policy or policies or commitments therefor, all hereinafter referred to as the "Policy," No. \_\_\_\_\_, in respect to the land described therein;

AND WHEREAS, ATG has raised as title exceptions on the Policy certain defects, liens, encumbrances, adverse claims, or other matters, all hereinafter referred to as "Exceptions to Title," described as follows:

Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records, or attaching subsequent to the Effective Date hereof, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.

AND WHEREAS, ATG has been requested to issue the Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments therefor in the form or forms now or then commonly used by ATG, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefor, in respect to the land or to some part or parts thereof, or interests therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments," either free and clear of all mention of the aforesaid Exceptions to Title or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the Policy aforesaid, the undersigned, jointly and severally, for themselves, heirs, personal representatives, successors, and assigns, do hereby covenant and agree with ATG: (1) to forever fully protect, defend, and save ATG harmless from and against all the Exceptions to Title, in and from any and all loss, costs, damages, attorneys' fees, and expenses of every kind and nature, which it may suffer, expend, or incur under, or by reason, or in consequence, of the Policy, on account, or in consequence, or growing out of the Exceptions to Title, or on account of the assertion or enforcement or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions to Title, or any of them, including all reasonable amounts expended by ATG under this Agreement, and also including loss, costs, damages, fees, and expenses (including attorneys' fees and expenses) incurred by ATG in enforcing this Agreement; (2) to provide for the defense, at their own expense, on behalf and for the protection of ATG and the parties insured or who may become insured, against loss or damage under the Policy (but without prejudice to the right of ATG to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions to Title that may be asserted or attempted to be asserted, established, or enforced in, to, upon, against, or in respect to, the land or any part thereof, or interest therein; (3) to pay, discharge, satisfy, and remove from the title to the land, and clear from the public record, all of the Exceptions to Title; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this Agreement, that the liability of the undersigned hereunder shall cease and determine at such time as ATG shall have completed all of its various title searches and examination thereof, covering the date of recording required for the issuance of the above Policy; provided, however that (1) no rights, interests, liens, claims, encumbrances, or defects in title, or any of them, or any rights existing by reason or in consequence thereof or growing out thereof are disclosed by the various title searches and examination thereof; (2) there is then pending no suit, action, or proceedings, either direct or collateral, to assert, establish, or enforce the said mentioned rights, interests, liens, claims, encumbrances, or defects in title, or in any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof; (3) that no judgment, order, or decree rendered in any such proceeding remains unsatisfied; and (4) that the undersigned is not in default in the performance of any of the terms, covenants, and conditions hereof.

FOR LLCS

IN WITNESS WHEREOF, the undersigned, being the hereinafter named LLC, has caused these presents to be signed by its Managing Member and attested by its Member and has caused its seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_
Signature of Managing Member
Attest: \_\_\_\_\_
Signature of Member
Name of LLC
Address of LLC
City, State, Zip

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)
Address
City, State, Zip
(SEAL)
Address
City, State, Zip

ATTORNEYS' TITLE GUARANTY FUND, INC.

PERSONAL UNDERTAKING (GAP)

WHEREAS, Attorneys' Title Guaranty Fund, Inc., hereinafter referred to as "ATG," is about to issue its title insurance policy or policies or commitments therefor, all hereinafter referred to as the "Policy," No. \_\_\_\_\_, in respect to the land described therein;

AND WHEREAS, ATG has raised as title exceptions on the Policy certain defects, liens, encumbrances, adverse claims, or other matters, all hereinafter referred to as "Exceptions to Title," described as follows:

Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records, or attaching subsequent to the Effective Date hereof, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.

AND WHEREAS, ATG has been requested to issue the Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments therefor in the form or forms now or then commonly used by ATG, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefor, in respect to the land or to some part or parts thereof, or interests therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments," either free and clear of all mention of the aforesaid Exceptions to Title or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the Policy aforesaid, the undersigned, jointly and severally, for themselves, heirs, personal representatives, successors, and assigns, do hereby covenant and agree with ATG: (1) to forever fully protect, defend, and save ATG harmless from and against all the Exceptions to Title, in and from any and all loss, costs, damages, attorneys' fees, and expenses of every kind and nature, which it may suffer, expend, or incur under, or by reason, or in consequence, of the Policy, on account, or in consequence, or growing out of the Exceptions to Title, or on account of the assertion or enforcement or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions to Title, or any of them, including all reasonable amounts expended by ATG under this Agreement, and also including loss, costs, damages, fees, and expenses (including attorneys' fees and expenses) incurred by ATG in enforcing this Agreement; (2) to provide for the defense, at their own expense, on behalf and for the protection of ATG and the parties insured or who may become insured, against loss or damage under the Policy (but without prejudice to the right of ATG to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions to Title that may be asserted or attempted to be asserted, established, or enforced in, to, upon, against, or in respect to, the land or any part thereof, or interest therein; (3) to pay, discharge, satisfy, and remove from the title to the land, and clear from the public record, all of the Exceptions to Title; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this Agreement, that the liability of the undersigned hereunder shall cease and determine at such time as ATG shall have completed all of its various title searches and examination thereof, covering the date of recording required for the issuance of the above Policy; provided, however that (1) no rights, interests, liens, claims, encumbrances, or defects in title, or any of them, or any rights existing by reason or in consequence thereof or growing out thereof are disclosed by the various title searches and examination thereof; (2) there is then pending no suit, action, or proceedings, either direct or collateral, to assert, establish, or enforce the said mentioned rights, interests, liens, claims, encumbrances, or defects in title, or in any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof; (3) that no judgment, order, or decree rendered in any such proceeding remains unsatisfied; and (4) that the undersigned is not in default in the performance of any of the terms, covenants, and conditions hereof.

FOR CORPORATIONS

IN WITNESS WHEREOF, the undersigned, being the hereinafter named corporation, has caused these presents to be signed by its President and attested by its Secretary and has caused its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Form for corporate signature: Name of Corporation, By: Signature of President, Attest: Signature of Secretary, Address of Corporation, City, State, Zip

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Form for individual signature: (SEAL), Address, City, State, Zip, (SEAL), Address, City, State, Zip



ATTORNEYS' TITLE GUARANTY FUND, INC.

PROPERTY MANAGER'S LIEN AFFIDAVIT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned, being first duly sworn, deposes and states that with respect to the land described in Attorneys' Title Guaranty Fund, Inc.'s Commitment Number \_\_\_\_\_.

- 1. Affiant is a beneficiary, titleholder, or holder of a contract interest in the property;
- 2. That no property manager is employed by the owner for services to be rendered in connection with the property.

The Affiant makes this affidavit for the purpose of inducing Attorneys' Title Guaranty Fund, Inc., to insure the title to the land described in the above-noted Commitment.

Further, Affiant sayeth not.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name of Affiant (please print)

\_\_\_\_\_  
Address of Affiant

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Notary Public

ATTORNEYS' TITLE GUARANTY FUND, INC.

STATEMENT OF OWNER RELATING TO PROPERTY MANAGER  
AND  
FINAL WAIVER OF LIEN BY PROPERTY MANAGER

Whereas, the undersigned \_\_\_\_\_ ha \_\_\_\_\_ been employed by \_\_\_\_\_ to furnish services as the property manager at the premises commonly known as \_\_\_\_\_ and legally described in Attorneys' Title Commitment No. \_\_\_\_\_ dated \_\_\_\_\_.

The undersigned, for and in consideration of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged do \_\_\_\_, hereby waive and release any and all lien or claim or right to a lien under the Statutes of Illinois relating to Property Manager's Lien, on the above described premises and improvements thereon and on the monies or other considerations due or becoming due from the owner on account of such services, materials, or machinery heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
Name of PROPERTY MANAGER

BY: \_\_\_\_\_  
Signature of OWNER OR AGENT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Address of PROPERTY MANAGER

\_\_\_\_\_ Address of OWNER OR AGENT

AFFIDAVIT

The undersigned \_\_\_\_\_, first duly sworn, deposes and says that he is \_\_\_\_\_, of \_\_\_\_\_ employed as the property manager by \_\_\_\_\_, Owner of the land referred above, for the building(s) located at \_\_\_\_\_.

Affiant makes the following statement:

That there are no contracts for outstanding work, and that there is nothing due to any person for material labor or other work of any kind done or to be done upon or in connection with the premises noted herein. No contracts have been let, either verbal or written by the undersigned as agent for the owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SUBSCRIBED and SWORN to before me

BY: \_\_\_\_\_  
Name of PROPERTY MANAGER

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public