



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Exceptions in Schedule B.

The Conditions, Requirements and Standard Exceptions on the next page.

This Commitment is not valid without Schedule A and Schedule B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

CONDITIONS

1. DEFINITIONS.

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS.

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown below
or
eliminate with our written consent any Exceptions shown in
Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.

STANDARD EXCEPTIONS

The following Standard Exceptions will be shown on your policy:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property..
- 4. Any lien, or right to lien, for services, labor, or other material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
- 6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

First American Title Insurance Company
27775 Diehl Road, Warrenville, IL 60555
Phone (877)295-4328 Fax (866)892-1147
ALTA Commitment
Schedule A

Reference: **Aikman**

File No.: 2805527

1. **Effective Date: September 21, 2016**
2. **Policy or Policies to be issued:** **Amount:**
 - a. **ALTA Owner's Policy** **\$10,000.00**
Proposed Insured:
David Dluzak
 - b. **ALTA Loan Policy** **\$10,000.00**
Proposed Insured:
To Be Determined, its successors and/or assigns
3. **The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:**

Heirs at Law and/or Legatees of Evelyn L. Aikman, deceased

4. **The mortgage and assignments, if any, covered by this Commitment are described as follows:**

To Be Furnished

5. **The land referred to in this Commitment is described as follows:**

LOT 83 IN THIRD ADDITION TO CENTURY OAKS, IN THE TOWNSHIP OF ELGIN, KANE COUNTY, ILLINOIS.

Note: For informational purposes only, the land is known as:

919 Forest Drive
Elgin, IL 60123

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.

Issuing Agent:

Lauren E. Jackson
17 Cypress Square
Elgin, IL 60123
(847)714-2866

ALTA Commitment

Schedule B

Part I

File No.: 2805527

Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

If any document referenced herein contains a covenant, condition or restriction violative of 42USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

NOTE: THE LAND SUBJECT TO THIS COMMITMENT LIES WITHIN THE BOUNDARIES OF COOK COUNTY, KANE COUNTY, PEORIA COUNTY, OR WILL COUNTY ILLINOIS AND IS SUBJECT TO THE PREDATORY LENDING DATABASE PROGRAM (765 ILCS 77/70 ET SEQ) EFFECTIVE JULY 1, 2008 AS TO COOK COUNTY. THE PREDATORY LENDING DATABASE PROGRAM HAS BEEN EXPANDED TO INCLUDE KANE, PEORIA AND WILL COUNTIES AS TO ALL MORTGAGE APPLICATIONS MADE OR TAKEN ON OR AFTER THE EXPANSION INCEPTION DATE OF JULY 1, 2010. VALID CERTIFICATES OF COMPLIANCE OR EXEMPTION ISSUED IN CONFORMITY WITH THE ACT MUST BE OBTAINED AT TIME OF CLOSING IN ORDER TO RECORD ANY MORTGAGE. FOR ADDITIONAL INFORMATION, GO TO WWW.IDFPR.COM, THE DIVISION OF BANKING.

7. General taxes and assessments for the year 2016 and subsequent years which are not yet due and payable.

Tax identification no.: 06-02-301-012

Note for informational purposes 2015 taxes:

1st Installment in the amount of \$3,003.33 with a status of PAID. (Due Date June 01, 2016)

2nd Installment in the amount of \$3,003.33 with a status of PAID. (Due Date September 01, 2016)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. Matters arising by reason of the estate of Evelyn Aikman, deceased. Proceedings in case number 16P0256 Circuit Court of Kane County. Rights of David Dluzak appointed, Independent Administrator in said estate.

Deed to recite authority appointed by the letters of office issued in kane county, case number 16P0256.

NOTE: THE AFORESAID EXCEPTION WILL BE WAIVED AT CLOSING UPON RECEIPT OF THE ADMINISTRATOR'S/EXECUTOR'S DEED TO THE BUYER. NO FURTHER DOCUMENTATION WILL BE REQUIRED.

9. It appears that the land described herein lies within the municipal boundaries of Elgin, please contact the municipality for any requirements which must be complied with prior to closing. The municipal phone number may be found at www.firstam.com/title/il under Products and Resources, then Forms and Documents, then Municipal Transfer Stamp Requirements.
10. The standard exceptions 1 through 6 will be deleted from our policy if the insured land is improved with 1-4 residential units upon review and acceptance of the following:
 - a) an acceptable survey
 - b) a properly executed ALTA 2006 Loan and Extended Coverage Statement.
11. Easements for public utilities, as shown on the plat of subdivision. (Affects the West 10 feet)
12. Covenants, conditions and restrictions contained in the Declaration of Restrictions recorded as document 821500 and any amendments thereto, relating to, among other things: Use, signs, 10 foot side and 50 foot front property lines, cost, animals, sanitary facilities.

All Standard Lender Endorsements are approved for the Loan Policy and the 24 Month Chain of Title will be attached to the commitment.

NOTE for informational purposes: The final 2006 ALTA Policy issued will contain an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

End of Schedule B - Part I

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Issuing Agent:

Lauren E. Jackson
17 Cypress Square
Elgin , IL 60123
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