

VILLAGE OF BRADLEY

RESOLUTION NO. R-7-21-1

A RESOLUTION ACCEPTING A DEED OF DEDICATION FOR CERTAIN PROPERTY FOR
ALL VILLAGE PURPOSES
(500 E. Juniper Lane)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 12th DAY OF July, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 12th day of July, 2021

RESOLUTION NO. R-7-21-1

**A RESOLUTION ACCEPTING A DEED OF DEDICATION FOR CERTAIN PROPERTY
FOR ALL VILLAGE PURPOSES
(500 E. Juniper Lane)**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Village is authorized to acquire and hold real property for all corporate purposes; and

WHEREAS, pursuant to Section 11-105-1 of the Illinois Municipal Code (65 ILCS 5/11-105-1), the Village is authorized to accept dedications of real property for public purposes; and

WHEREAS, the owners of certain property that is commonly known as 500 E. Juniper Lane and located within the corporate boundaries of the Village (the "Owners") have offered, for and in consideration of the sum of one thousand two hundred twenty and 00/100 dollars (\$1,220.00), to irrevocably dedicate a portion of their property to the Village for use as public right-of-way and for all public purposes (the "Subject Property"). The Subject Property is legally described on the Deed of Dedication attached hereto as "Exhibit A"; and

WHEREAS, the Corporate Authorities of the Village have determined that accepting the dedication of the Subject Property, as offered by the Owners, is in the best interests of the Village and its citizens and is necessary for the Village's public purposes, including but not limited to the construction and maintenance of highways, roadways, sidewalks, any and all appurtenances related to any of the foregoing, and any and all other public uses and/or purposes specifically authorized by the Village; and

WHEREAS, the Corporate Authorities desire to accept the Deed of Dedication of the Subject Property on behalf of the Village.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Village hereby accepts the dedication of the Subject Property as described Deed of Dedication (attached hereto as Exhibit A and fully incorporated herein). The Village Clerk is hereby directed record said deed in the office of the Kankakee County Recorder of Deeds and to thereafter keep a copy thereof in the Village's files.

SECTION 3. The Corporate Authorities of the Village hereby authorize the payment of one thousand two hundred twenty and 00/100 dollars (\$1,220.00) to the Owners in consideration for their dedication of the Subject Property. Further, the Corporate Authorities agree, on behalf of the Village, as follows:

1. In the event that the Village conducts any construction or related activities on the Subject Property and such construction/activities in any way disturb the remaining property of the Owners, the Village shall fully restore any property of Owners so disturbed upon completion of the Village's construction activities.
2. The Village will not relocate or require the relocation of any existing structure(s) or fence(s) presently located on any other property of Owners in connection with any construction or related activities on the Subject Property.
3. Any and all construction activities upon the Subject Property shall remain strictly confined to the Subject Property and will not be permitted to encroach upon the remaining property of Owners.

It is the express intent of the Corporate Authorities that this Section 3 shall create contractual rights that inure to the benefit of the Owners. However, said rights are intended and shall be purely personal in nature, shall not be transferrable, and shall not inure to the benefit of any of the Owners' successors in interest. Likewise, the rights created by this Section 3 do not touch and concern the Owners' remaining property and shall not be construed to run therewith.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 6. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 7. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 12th day of July, 2021.

TRUSTEES:

RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

GENE JORDAN

Aye - X Nay - Absent -

VILLAGE PRESIDENT:

MICHAEL WATSON

Aye - Nay - Absent -

TOTALS:

Aye - 6 Nay - Ø Absent - Ø

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 12th day of July, 2021.

Michael Watson
MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number B-7-21-1, "A RESOLUTION ACCEPTING A DEED OF DEDICATION FOR CERTAIN PROPERTY FOR ALL VILLAGE PURPOSES (500 E. Juniper Lane)," which was adopted by the Village Corporate Authorities at a meeting held on the 12th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 12th day of July, 2021.

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

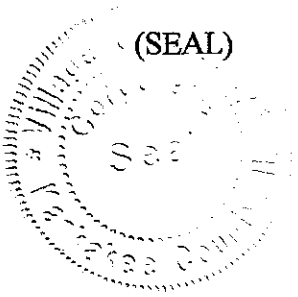


Exhibit A

**WARRANTY DEED
ILLINOIS**

THE GRANTORS, Albert W. Swope and Phyllis J. Swope, husband and wife, as joint tenants, of 500 East Juniper Lane, Bradley Illinois 60915, for and in consideration of ten and 00/100 dollars and other good and valuable consideration in hand paid, **CONVEY and WARRANT** to the **Village of Bradley**, an Illinois Municipal Corporation with a primary business address of 147 S. Michigan Avenue, Bradley, Illinois 60915, all interest in the following described Real Estate situated in the County of Will in the State of Illinois, to wit:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 31, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANKAKEE COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 16 OF EVERGREEN ACRES SUBDIVISION SECOND ADDITION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 IN BOOK OF PLATS G, PAGE 93 IN SAID KANKAKEE COUNTY RECORDERS OFFICE; THENCE SOUTH 87 DEGREES 46 MINUTES 13 SECONDS WEST, A DISTANCE OF 15.79 FEET ALONG THE EXISTING NORTH RIGHT OF WAY LINE OF NORTH STREET; THENCE NORTH 48 DEGREES 46 MINUTES 30 SECONDS EAST, A DISTANCE OF 20.66 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.00 FEET ALONG SAID EAST LINE OF LOT 16 IN EVERGREEN ACRES TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD said premises forever.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this ____ day of March, 2021.

Albert W. Swope

Phyllis J. Swope

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, the undersigned, a Notary Public in and for said County, in said State aforesaid, DO HEREBY CERTIFY that Albert W. Swope and Phyllis J. Swope, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as 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 seal this ____ day of March, 2021.

_____ Notary Public

Prepared by:
Michael A. Santschi
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435

After Recording Mail To:
The Village of Bradley
Attn: Village Clerk
147 S. Michigan Avenue
Bradley, Illinois 60915



Kankakee County Title Company
311 N Kinzie Ave, Suite 1
Bradley, Illinois 60915
(815) 933-8525 Fax (815) 933-9522

www.kankakeetitle.com

TITLE INVOICE

Date: February 22, 2021
Closing Date: _____, 20__

File No: 102723

Purchaser(s):

Seller(s): Albert W. Swope and Phyllis J. Swope

Premises: 500 East Juniper Lane, Bradley, IL 60915
County: Kankakee

Owner's Policy Amount: \$10,000.00

Loan Policy Amount: \$0.00

ITEM	BORROWER	SELLER	LENDER
Search and Exam		160.00	
TOTALS	\$0.00	\$160.00	\$0.00

Please remit payment to:
Kankakee County Title Co.
311 N. Kinzie Ave,
Suite 1
Bradley, IL 60915



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance 8-1-16

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Page 1 of 8





CHICAGO TITLE INSURANCE COMPANY

- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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ALTA Commitment for Title Insurance 8-1-16

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Page 2 of 8





CHICAGO TITLE INSURANCE COMPANY

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:

Christie Rahn
Kankakee County Title Co.,
311 N. Kinzie Ave.,
Suite 1
Bradley, IL 60915

CHICAGO TITLE INSURANCE COMPANY



By:

AGENT

President

Secretary

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Page 3 of 8





CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Kankakee County Title Co.
 Issuing Office: 311 N. Kinzie Ave., Suite 1, Bradley, IL 60915
 ALTA® Universal ID: 0000980
 Loan ID Number:
 Issuing Office File Number: 102723
 Commitment Number: 102723
 Revision Number:
 Property Address: 500 East Juniper Lane, Bradley, IL 60915

SCHEDULE A

1. Commitment Date: 02/18/2021 at 12:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6/17/2006) \$10,000.00

PROPOSED INSURED:
3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
 - Albert W. Swope and Phyllis J. Swope, as joint tenants
5. The Land is described as follows:
 - Property description set forth in "Exhibit A" attached hereto and made a part hereof.

CHICAGO TITLE INSURANCE COMPANY
 By its Issuing Agent Kankakee County Title Co.



Christie Rahn
 Authorized Signatory

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to closed or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan policy should reflect the loan amount or value of the property as collateral. Proposed policy amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. Extended coverage for Owner's policy may be available at an additional fee upon receipt of requested documentation and underwriter approval.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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ALTA Commitment for Title Insurance 8-1-16

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Page 5 of 8





CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown as existing liens by the Public records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
8. General taxes for the year 2020 and 2021, which are a lien, but not yet due or payable.

General taxes for the year 2019, in the sum of \$3,155.14, 1st installment paid and 2nd installment paid as to code number 17-09-20-409-022.
9. Grant of easement in favor of Illinois Bell Telephone Company and Commonwealth Edison Company recorded as Document Number 530816.
10. Terms, provisions, conditions, stipulations, restrictions, setback lines and easements as set forth in plat of Evergreen Acres Subdivision Second Addition recorded September 17, 1959 in Book G, Page 93 as Document Number 530859.
11. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons), as contained in Warranty Deed recorded June 11, 1971 as Document Number 71-4293, which does not contain a reversionary or forfeiture clause.

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ALTA Commitment for Title Insurance 8-1-16

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Page 6 of 8





CHICAGO TITLE INSURANCE COMPANY

12. The land lies within the boundaries of a Special Service Area, as disclosed by the ordinance recorded as Document Number 94-3090, and is subject to additional taxes under the terms of said ordinance and subsequent related ordinances.

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Page 7 of 8

ALTA Commitment for Title Insurance 8-1-16





CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A Property Description

Issuing Office File No.: 102723

Lot 16, Block 11, Evergreen Acres Subdivision, Second Addition, being a Subdivision of part of the Southeast Quarter of Section 20, Township 31 North, Range 12 East of the Third Principal Meridian, in Kankakee County, Illinois.

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Page 8 of 8

ALTA Commitment for Title Insurance 8-1-16

