# COMMITMENT FOR TITLE INSURANCE ISSUED BY Fidelity National 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 EXTRACONTRACTUAL 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, Baird & Warner Title Services, Inc. (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

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

File No: BW19045052

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AMERICAN

- 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.
- (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.

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- (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

- (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.

#### 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.

#### ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount 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. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.1

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#### **Transaction Identification Data:**

Baird & Warner Title Services, Inc. 475 N. Martingale Rd., Ste 120 Schaumburg, IL 60173 (847) 493-5111 Servicing Agent

Phyllis Price 30 N. Milwaukee Ave Chicago, IL 60602 (312) 379-0044 Authorized Agent

File Number: BW19045052

#### **SCHEDULE A**

- 1. Commitment Date: March 8, 2019
- 2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Policy Amount: \$2,200,000.00

(b) 2006 ALTA® Loan Policy

Proposed Insured: Lender with a contractual obligation under a loan agreement with the

Proposed Insured for an Owner's Policy Proposed Policy Amount: \$10,000.00

The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Samuel Gevisenheit and Charles Tupta, in joint tenancy

5. The Land is described as follows:

See Exhibit A

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#### Exhibit A

LOT 1 IN BLOCK 5 IN FAIR OAKS SUBDIVISION OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s):

16-06-421-007-0000

Note for Informational Purposes Only, Commonly known as: 605 lowa St., Oak Park, IL 60302

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#### 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 close 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, and 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.

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#### Additional Requirements:

1. General taxes for the year(s) 2018 and subsequent years

Permanent Index Number: 16-06-421-007-0000

2017 taxes in the amount of \$28,894.62 are paid.

First Installment 2018 taxes in the amount of \$15,892.04 are paid.

Second Installment 2018 taxes are not yet due and payable.

NOTE: Taxes for the year(s) 2019 are not yet due and/or payable.

2. Mortgage from Samuel Gevisenheit and Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles and Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles and Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles and Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to secure an indebtedness of Charles Tupta to ING Bank, FSB to Secure and ING Bank, FSB

Assignment of said Mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for DLJ Mortgage Capital, Inc. recorded January 22, 2019 as Document Number 1902255030.

- 3. By Oak Park municipal ordinance a transfer tax has been imposed upon the sale of real estate located within the city. Therefore, all deeds presented to this company for recording must have the appropriate transfer tax stamps affixed thereto, or be marked "Exempt" by the city, together with the applicable transfer declaration or exemption form. As of this date, the Oak Park transfer tax is \$8.00 per thousand. The party liable for said stamps is: Seller. NOTE: The Village MUST be contacted regarding any outstanding requirements and/or forms required prior to closing.
- 4. 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.
- 5. 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. NOTE: The spouse(s), if any, of the seller(s) must also join in execution of the instrument of conveyance.

NOTE: Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse" "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.

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NOTE: If any conveyance is subject to a municipality's inspection, assessment, certification and/or compliance ordinance(s), the proper documentation must be presented before the instrument of conveyance may be accepted for recording or filing.

NOTE: The Permanent Tax Number and the property address must appear on all documents that are submitted for recording or filing.

NOTE: Effective January 1, 2011 Closing Protection Letters must be issued to Lenders, Borrowers, Buyers and Sellers for all residential real estate transactions, and non-residential transactions under \$2,000,000.00 pursuant to the new Illinois CPL Law, P.A. 96-1454. Baird & Warner Title Services, Inc will follow these guidelines and charge the minimum fees. Baird & Warner Title Services, Inc will commence billing the minimum charges for those transactions that will close on and after January 1, 2011.

NOTE: In order to delete general exception D4 of Schedule B, we must be furnished fully executed "ALTA Policy Statement" (Form 12-1-31) covering the date of closing executed by party in title, and beneficiaries, and purchaser(s) and all other parties having an interest in the land.

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 the time of closing in order to record any Mortgage. For additional information, go to www.IDFPR.com, the Division of Banking.

NOTE: The proposed mortgagors have no title of record. Any deed(s) to them should be dated on or before the date of the proposed mortgage to be insured.

NOTE: The Mortgage we have been asked to insure should be placed of record and our searches continued to cover the date of recording or filing.

NOTE: In order to delete exception C (1) of Schedule B, Part II we must be furnished for our examination a current, accurate survey of the premises. This Commitment is issued subject to such additional exceptions or such amendments as we may deem necessary upon our receipt and examination of said survey.

NOTE: ALTA 8.1 Environmental Protection Lien (6-17-06) has been approved for Loan Policy.

NOTE: ALTA 9.0 Restrictions, Encroachments, Minerals, Loan Policy (4-2-12) has been approved for Loan Policy.

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FOR INFORMATIONAL PURPOSES ONLY: The following deeds will complete a 24 month chain of title: Warranty Deed made by The Midwest Diocese of the Orthodox Church in America to Samuel Gevisenheit and Charles Tupta recorded April 28, 1999 as Document Number 99406969.

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#### 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:

#### **GENERAL EXCEPTIONS:**

- A. 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.
- B. Any ALTA Loan Policy issued pursuant hereto will contain under Schedule B the following Exceptions (1) and (2) in the absence of a fully executed ALTA Statement with the lenders disbursement portion completed.
  - (1) Any lien or right to a lien, imposed by law for services, labor or material, theretofore or hereafter furnished, except for any such lien the assertion of which by claimant is shown by the public records at Date of Policy.
  - (2) Any lack of priority of the lien of the of the insured mortgage over any lien or encumbrance because, and to the extent that, the proceeds of the loan secured thereby may not have been fully disbursed at Date of Policy.
- C. General Exceptions 1 through 5 in D below may be deleted in ALTA Owner's Policies covering title to a complete single-dwelling (including a condominium unit), or an apartment building containing no more than four units, provided the following is furnished:
  - (1) A survey, if available, should be exhibited for examination and a copy left for our files. If a survey is not available, a statement by the proposed insured to this effect should be furnished. No survey need be furnished if the land to be insured is a condominium unit.
  - (2) An "ALTA Loan and Extended Coverage Owner's Policy Statement" executed by all parties holding title to the land during the six months preceding the Date of the Policy.
  - (3) Satisfactory evidence of the payment in full of the cost of furnishing services. Labor and materials in connection with any improvements made on the land within six months of the Date of the Policy. This evidence should consist of sworn contractor's and subcontractor's affidavits together with all necessary waivers of lien.

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Adverse rights disclosed by the above documentation, or by inspection of the land, will be shown as Special Exceptions in such policies.

- D. Any ALTA Owner's Policy issued pursuant hereto will contain the following General Exceptions unless the property qualifies for removal of said items and the Company is provided with the information required for the satisfactory disposition as required in C above.
  - (1) Rights or claims of parties in possession not shown by the public records.
  - (2) 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.
  - (3) Easements, or claims of easements, not shown by the public records.
  - (4) Any lien, or right to a 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 which are not shown as existing liens by the public records.

#### SPECIAL EXCEPTIONS:

1. Building line(s) per Plat recorded January 14, 1890 as Document Number 1209806. Affects: Easterly 50 feet

#### END OF SCHEDULE B

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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File No: BW19045052





FOR INFORMATION CALL: Phyllis Price 30 N. Milwaukee Ave Chicago, IL 60602 (312) 379-0044 Authorized Agent

Baird & Warner Title Services, Inc.
475 N. Martingale Rd., Ste 120
Schaumburg, IL 60173
(847) 493-5111
Servicing Agent
Policy Issuing Agent For
Fidelity National Title Insurance Company

Authorized Officer or Agent

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

For Wiring Instructions, please visit: http://bwtitle.com/wire-instructions/

## <u>Please reference the customer's name(s), Baird & Warner Title Services, Inc file number and the property address, if possible.</u>

Note: pursuant to the Illinois Good Funds Law effective January 1, 2010 (section 215 ILCS 155/26), Baird & Warner Title Services, Inc shall not make disbursements in connection with any escrows, settlements or closings unless the funds in the aggregate amount of \$50,000.00 or greater are "good funds" defined as (a) wired funds; (b) checks issued by a government entity; (c) checks drawn on the trust account of a title insurance company or title insurance agent, or (d) if the funds are "collected funds" as defined in the above statute as funds that are deposited, finally settled and credited to the title company's fiduciary trust account. Funds in the aggregate amount of less than \$50,000.00 from any single party may be in the form of (1) wired funds; (2) cashier's checks or certified checks; (3) checks drawn on the trust account of any licensed attorney or real estate broker; (4) checks issued by a government entity, or (5) checks drawn on the fiduciary trust account of a title insurance company or title insurance agent.

### All checks must be made payable only to Baird & Warner Title Services, Inc.

Under all circumstances, Baird & Warner Title Services, Inc reserves the right to approve all funds and to make determinations of whether there are sufficient funds available for withdrawal in the account upon which the funds are drawn at the time of disbursement.

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File No: BW19045052





Baird & Warner Title Services, Inc. 475 N. Martingale Rd. Ste 120 Schaumburg, IL 60173 (847) 493-5111

BW19045052 File Number: Loan Amount: \$10,000.00 Sales Price: \$2,200,000.00

#### **Estimated Title Fees**

Type:

Purchase

Property:

605 IOWA ST. OAK PARK, IL 60302 (COOK) (16-06-421-007-0000)

PURCHASER WITH CONTRACTUAL RIGHTS UNDER A PURCHASE AGREEMENT WITH THE VESTED OWNER IDENTIFIED AT ITEM 4 BELOW Borrower(s):

SAMUEL GEVISENHEIT AND CHARLES TUPTA Seller(s):

605 Iowa St. Oak Park, IL 60302

Description	Borrower	Seller
Title Charges		
Title - Lender's Title Insurance	\$500.00	
Title - Owner's Title Insurance		\$5,115.0
Title - ALTA 8.1 Environmental Protection Lien (6-17-06) Endorsement(s)	\$180.00	***************************************
Title - ALTA 9.0 Restrictions, Encroachments, Minerals, Loan Policy (4-2-12) Endorsement(s)	\$180.00	***************************************
Title - Settlement or closing fee	\$3,275.00	***************************************
Title - Email Package Fee	\$45.00	***************************************
Title - Wire Fee		\$45.0
Title - Commitment Update Fee		\$150.0
Title - Policy Update Fee	\$150.00	***************************************
Title - State of Illinois Policy Fee	\$3.00	\$3.0
Title - Express delivery service fees	\$40.00	***************************************
Title - CPL	\$50.00	\$50.0
Title - IL Anti Predatory Lending Certification	\$75.00	<del></del>
Title - E-Recording Fee	\$6.00	
Title - E-Recording Processing Fee	\$35.00	
Title - Chain of Title	\$250.00	***************************************
Government Recording and Transfer Charges		
Recording fees: Deed	\$52.00	
Mortgage	\$78.00	**********************
County Deed Tax/Stamps		\$1,100.0
State Deed Tax/Stamps		\$2,200.0
Totals	\$4,919.00	\$8,663.0