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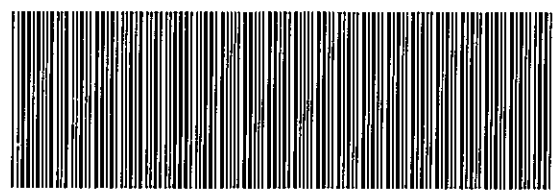
2012 1049-DI  
Toshier

Mail to  
SEND TAX BILLS TO:

Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

THIS DOCUMENT WAS PREPARED  
BY:  
Klein Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1600  
Chicago, Illinois 60606  
Gregory T. Smith, Esq. (0049-005/jh)

AFTER RECORDING RETURN TO:  
RECORDER'S BOX NUMBER 324



**FRED BUCHOLZ**  
DUPAGE COUNTY RECORDER  
OCT. 25, 2012 RHSP 11:33 AM  
DEED 06-06-219-019  
**003 PAGES R2012-150050**

4

(ABOVE SPACE FOR RECORDER)

THIS DEED IS EXEMPT FROM TAXATION UNDER 35 ILCS  
200/31-45 PARAGRAPH (b)

10/23/12 *Gregory T. Smith* under power of attorney  
Date GRANTOR/GRANTEE or Representative

ETC

### EXECUTOR'S DEED

THIS EXECUTOR'S DEED (herein called the "Deed") dated this 23rd day of October, 2012, is hereby made and executed by **WILLIAM BREMER, Independent Executor of the Estate of Warren E. Bremer, deceased, a probate estate administered with the Circuit Court of DuPage County, Illinois Case No. 2012 P 519**, whose address is 846 Abbey Drive, Glen Ellyn, Illinois 60137 (the "Grantor") of the County of DuPage and State of Illinois, to the **VILLAGE OF LOMBARD**, an Illinois municipal corporation, whose principal place of business is 255 East Wilson Avenue, Lombard, Illinois 60148 (the "Grantee") the real property located at 115 W. Crystal Avenue, Lombard, Illinois and legally described in Exhibit A attached hereto and made a part hereof (the "Property").

#### WITNESSETH:

WHEREAS, the property was held by and between Warren E. Bremer, (the "Decedent") and Louise A. Bremer, husband and wife, as joint tenants. Louise A. Bremer passed away on April 8, 2000. The Decedent survived Louise A. Bremer. The Decedent then passed away on October 27, 2006. The Decedent resided in the Village of Lombard, County of DuPage, and State of Illinois.

WHEREAS, William Bremer was appointed Independent Executor of the Decedent's estate (the "Executor") on July 17, 2012, in proceedings before the Circuit Court of DuPage County, Illinois as Case

No. 2012 P 519. Letters of office (hereinafter referred to as "Letters") were issued to Executor, and said letters are now in full force and effect.

**WHEREAS**, the Decedent, as the surviving joint tenant of the Property with Louise A. Bremer, owned the Property outright in his name.

**NOW, THEREFORE**, in consideration of the sum of ONE HUNDRED THIRTY-FOUR THOUSAND AND NO/100 DOLLARS (\$134,000.00) and other good and valuable consideration in hand paid, the Executor does hereby GRANT, SELL, CONVEY AND QUITCLAIM unto Grantee, to have and to hold forever all of the Executor's right, title and interest, as Grantor in and to the Property.

**ADDRESS: 115 W. Crystal Avenue, Lombard, Illinois**  
**PIN: 06-06-219-019-0000**

The Property is conveyed subject to: (a) general real estate taxes for 2012 and subsequent years, not due and payable for the Property; (b) improvements on the land are "as-is"; and (c) covenants, conditions, restrictions and easements of record, which do not prevent the Grantee from installing underground stormwater pipes on the Property and do not prevent the Grantee from constructing a pedestrian pathway on the surface of the Property.

Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemptions laws of the State of Illinois.

**IN WITNESS WHEREOF**, the Grantor, as Independent Executor of the Estate has hereunto set his hand and seal as on the day, month and year first above written.

GRANTOR:



WILLIAM BREMER  
Independent Executor of the  
Estate of Warren E. Bremer, deceased

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**ACKNOWLEDGEMENT**

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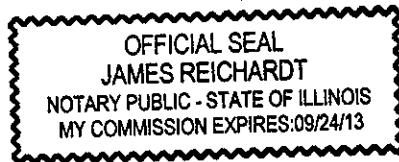
STATE OF ILLINOIS                    )  
  )  
COUNTY OF DuPage                    )            ss.

The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that **WILLIAM BREMER**, as the Independent Executor of the Estate of **Warren E. Bremer, deceased** is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 23<sup>rd</sup> day of October, 2012.

*James Reichardt*  
Name of Notary: James Reichardt

9/24/13  
Commission Expiration Date



**EXHIBIT A**  
**Legal Description**

Lot 12 in Salvatori's Subdivision of Lot "A" in Elmore's North View, being a subdivision in the North 1/2 of Section 6, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat of said Salvatori's Subdivision recorded March 26, 1958 as Document 874722, in DuPage County, Illinois.

**Property Address: 115 W. Crystal Avenue, Lombard, Illinois**

**Permanent Index Number: 06-06-219-019-0000**

## Kalke, Denise

---

**From:** Tom P. Bayer <TPBayer@KTJLAW.com>  
**Sent:** Thursday, November 29, 2012 11:04 AM  
**To:** Kalke, Denise  
**Cc:** Gregory T. Smith; Janice Hill  
**Subject:** RE: 115 W. Crystal Ave.

Denise-

The original deed should be kept in a safe place with the Village's other deeds covering property that the Village owns. A cop should be provided to us for purposes of creating the "closing binder," which will contain the closing documents. This property will eventually be conveyed to the Park District, pursuant to the previously approved Terrace View Pond IGA, after the storm sewers and the walkway improvements are constructed by the Village, subject to the Village retaining an easement for the storm sewers.

Tom

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**From:** Kalke, Denise [mailto:KalkeD@villageoflombard.org]  
**Sent:** Thursday, November 29, 2012 10:54 AM  
**To:** Bayer, Thomas  
**Subject:** 115 W. Crystal Ave.

Tom

I have the original recorded deed back from the Title company for 115 W. Crystal Ave. Do I keep the original and would you like a copy?

Thanks.

Denise



## OWNER'S POLICY OF TITLE INSURANCE

Issued by

### CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason by:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

OWNER'S POLICY (2006)

POLICY NUMBER: 1410 - 020121649 - UL

- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by it duly authorized officers.

Issued By:

CHICAGO TITLE COMPANY, LLC  
1725 S. NAPERVILLE RD  
WHEATON, IL 60187

CHICAGO TITLE INSURANCE COMPANY

Refer Inquiries To:  
(630) 871-3500



By: *Raymond R. Quirk*  
Raymond R. Quirk  
President

By: *Michael Gravelle*  
Michael Gravelle  
Secretary

Countersigned

*Michael J. [Signature]*  
Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE A

POLICY NUMBER: 1410 - 020121649 - UL

DATE OF POLICY: OCTOBER 25, 2012

AMOUNT OF INSURANCE: \$134,000.00

1. NAME OF INSURED:

VILLAGE OF LOMBARD

2. THE ESTATE OR INTEREST IN THE LAND THAT IS INSURED BY THIS POLICY IS:  
FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE IS VESTED IN:

THE INSURED

4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED  
AND ASSIGNMENTS:

NONE

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED





CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)  
SCHEDULE A (CONTINUED)

POLICY NUMBER: 1410 - 020121649 - UL

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 12 IN SALVATORI'S SUBDIVISION OF LOT "A" IN ELMORE'S NORTH VIEW, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SALVATORI'S SUBDIVISION RECORDED MARCH 26, 1958 AS DOCUMENT 874722, IN DUPAGE COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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AMERICAN  
LAND TITLE  
ASSOCIATION



CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020121649 - UL

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE, THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES THAT ARISE BY REASON OF:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY 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 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.

6. TAXES FOR THE YEAR 2012.

TAXES FOR THE YEAR 2011 ARE PAYABLE IN 2 INSTALLMENTS.  
THE FIRST INSTALLMENT AMOUNTING TO \$2,653.72 IS PAID.  
THE SECOND INSTALLMENT AMOUNTING TO \$2,653.72 IS PAID.

TAXES FOR THE YEAR 2012 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 06-06-219-019.

- B
7. 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), CONTAINED IN THE PLAT OF ELMORE'S NORTH VIEW RECORDED MARCH 26, 1927 AS DOCUMENT 232326, RELATING TO THE COST, CHARACTER AND USE OF BUILDINGS TO BE ERECTED ON THE LAND

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

- C
8. RESTRICTIONS AND CONDITIONS (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), CONTAINED IN DEED FROM WEST ENGLEWOOD TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 1006, TO SISTERS OF NOTRE DAME "DE NAMUR", A RELIGIOUS CORPORATION, DATED MAY 11, 1929 AND RECORDED JUNE 1, 1929 AS DOCUMENT 280626, CONVEYING LOT A IN ELMORE'S NORTH VIEW, RECORDED MARCH 26, 1927 AS DOCUMENT 232326, RELATING TO THE COST, CHARACTER AND USE OF BUILDINGS TO BE ERECTED ON THE LAND



CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY (2006)

SCHEDULE B

POLICY NUMBER: 1410 - 020121649 - UL

EXCEPTIONS FROM COVERAGE (CONTINUED)

NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION

- D* 9. BUILDING LINE AS SHOWN ON THE PLAT OF SAID SUBDIVISION 30 FEET ALONG THE NORTHERLY LINE OF THE LAND.
  
- E* 10. PUBLIC UTILITY EASEMENT OF 10 FEET ALONG THE SOUTHERLY LINE OF THE LAND, AS SHOWN ON PLAT OF SALVATORI'S SUBDIVISION, AFORESAID.

CHICAGO TITLE INSURANCE COMPANY

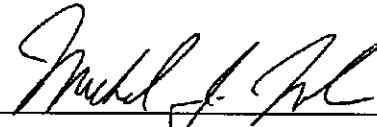
POLICY SIGNATURE PAGE

POLICY NUMBER: 1410 - 020121649 - UL

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY



AUTHORIZED SIGNATORY

# ENDORSEMENT

ATTACHED TO AND FORMING A PART OF

POLICY NUMBER: 1410 - 020121649 - UL

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

## RESTRICTIONS ENDORSEMENT 1

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN:

1. IN THE EVENT THAT:

(A) THERE ARE PRESENT VIOLATIONS ON THE LAND OF THE COVENANTS OR RESTRICTIONS REFERRED TO IN EXCEPTION LETTER(S) B & C IN SCHEDULE B OR OF ANY PLAT BUILDING LINES;

(B) A PRESENT OR FUTURE VIOLATION ON THE LAND OF THE COVENANTS OR RESTRICTIONS OR PLAT BUILDING LINES, IF ANY, WILL GIVE RISE TO A RIGHT OF RE-ENTRY OR RESULT IN A FORFEITURE OR REVERSION OF TITLE;

2. BY REASON OF THE EXERCISE OR ATTEMPT TO EXERCISE ANY RIGHT OF RE-ENTRY OR FORFEITURE OR REVERSION OR OTHER RIGHT OF TERMINATION OF TITLE BASED ON A VIOLATION OF ANY OF SAID COVENANTS OR RESTRICTIONS OR PLAT BUILDING LINES.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

**ENDORSEMENT**

**ATTACHED TO AND FORMING A PART OF**

**POLICY NUMBER: 1410 - 020121649 - UL**

**ISSUED BY**

**CHICAGO TITLE INSURANCE COMPANY**

**POLICY MODIFICATION ENDORSEMENT 4**

GENERAL EXCEPTION NUMBER(S) 1 TO 5 OF SCHEDULE B OF THIS POLICY ARE HEREBY DELETED.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured.

- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

- (e) "Insured Claimant": An Insured claiming loss or damage.

- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

- (g) "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 insured by this policy.

- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.

- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

CHICAGO TITLE INSURANCE COMPANY  
OWNER'S POLICY (2006)

POLICY NUMBER: 1410 - 020121649 - UL

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an

action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to

secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.



# CHICAGO TITLE INSURANCE COMPANY

## OWNER'S POLICY (2006)

POLICY NUMBER: 1410 - 020121649 - UL

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.
- 9. LIMITATION OF LIABILITY**
- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
  - (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
  - (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**
- All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.
- 11. LIABILITY NONCUMULATIVE**
- The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.
- 12. PAYMENT OF LOSS**
- When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.
- 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**
- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.  
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
  - (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.
- 14. ARBITRATION**
- Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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 Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.
- 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**
- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
  - (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
  - (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
  - (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
- 16. SEVERABILITY**
- In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
- 17. CHOICE OF LAW; FORUM**
- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
  - (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
- 18. NOTICES, WHERE SENT**
- Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

CHICAGO TITLE INSURANCE COMPANY

National Claims Administration

P.O. Box 45023

Jacksonville, FL 32232-5023

## Kalke, Denise

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**From:** Fairbairn, Anne  
**Sent:** Friday, November 30, 2012 7:28 AM  
**To:** Kalke, Denise  
**Subject:** FW: 115 W. Crystal  
**Attachments:** Lombard - Disbursement Statement.pdf.pdf

For your files.

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**From:** Goldsmith, Carl  
**Sent:** Thursday, November 29, 2012 4:32 PM  
**To:** Fairbairn, Anne  
**Subject:** Fwd: 115 W. Crystal

Ask and you shall receive...

Carl Goldsmith  
Director of Public Works  
Village of Lombard

Begin forwarded message:

**From:** "Gregory T. Smith" <[gtsmith@ktjlaw.com](mailto:gtsmith@ktjlaw.com)>  
**Date:** November 29, 2012, 3:40:00 PM CST  
**To:** "Goldsmith, Carl" <[GoldsmithC@villageoflombard.org](mailto:GoldsmithC@villageoflombard.org)>  
**Cc:** "Tom P. Bayer" <[TPBayer@KTJLAW.com](mailto:TPBayer@KTJLAW.com)>, Janice Hill <[jhill@KTJLAW.com](mailto:jhill@KTJLAW.com)>  
**Subject:** RE: 115 W. Crystal

Carl,

As requested, the disbursement statement is enclosed. We are assembling a closing binder for the transaction which will contain copies of all the relevant documents. The binder will be sent to your attention when complete.

Best,

Gregory T. Smith  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Dr., Suite 1660  
Chicago, IL 60606  
(312) 984-6436  
[gtsmith@ktjlaw.com](mailto:gtsmith@ktjlaw.com)

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**From:** Goldsmith, Carl [<mailto:GoldsmithC@villageoflombard.org>]  
**Sent:** Thursday, November 29, 2012 3:27 PM  
**To:** Gregory T. Smith  
**Subject:** 115 W. Crystal

Greg

In checking our records, we never received a copy of the Disbursement Statement for the referenced closing. I received an email from you that stated the closing amount, but never saw the Statement. Can you please provide the Statement to the Village? Thank you.

Carl S. Goldsmith  
Director of Public Works  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, Illinois 60148  
630-620-5740  
630-620-5982 fax  
[goldsmith@villageoflombard.org](mailto:goldsmith@villageoflombard.org)



# CHICAGO TITLE AND TRUST COMPANY

10 S LASALLE STREET  
CHICAGO, IL 60603

## ESCROW TRUST DISBURSEMENT STATEMENT

DISBURSEMENT DATE: October 23, 2012

REFER TO: KATHY MCCOY  
PHONE: (312) 223-2358  
FAX: (312) 223-5888

ESCROW TRUST NO. D1201252699-001  
TITLE ORDER NO. 01410-020121649

PARTIES:  
SELLER: WILLIAM BREMER IND EXECUTOR  
PURCHASER: VILLAGE OF LOMBARD  
PPRTY: 115 W. CRYSTAL AVE, LOMBARD, IL

### RECEIPTS:

10/23/12	VILLAGE OF LOMBARD	
	--PURCHASER FUNDS TO CLOSE	132,000.00
		<hr/>
		\$ 132,000.00

### DISBURSEMENTS:

01) PRORATIONS/CREDITS - Seller		
2012 CTY TAXES 01/01/12 TO 10/23/12	4,506.97-	
	-----	
TOTAL PRORATIONS	4,506.97-	
PURCHASE PRICE	134,000.00	
	-----	
ADJUSTED PURCHASE PRICE	\$129,493.03	\$129,493.03
02) CHICAGO TITLE AND TRUST COMPANY - Seller's Charges		
Re: Title Order No. 01410-020121649		
TAX PAYMENT FEE	50.00	
	-----	
	\$50.00	\$50.00
03) DU PAGE COUNTY COLLECTOR		
2ND INSTALL TAXES + PENALTY	2,733.33	\$2,733.33
04) TRUST ONE REALTY P.C.		
COMMISSION	3,350.00	\$3,350.00
05) WILLIAM BREMER, IND EXECUTOR OF THE ESTATE OF WARREN E. BREM		
NET PROCEEDS TO SELLER		\$123,359.70
		=====

06) PRORATIONS/CREDITS - Buyer 2012 CTY TAXES 01/01/12 TO 10/23/12	4,506.97	
TOTAL PRORATIONS	4,506.97	
PURCHASE PRICE	134,000.00	
ADJUSTED PURCHASE PRICE	\$129,493.03	\$129,493.03

07) CHICAGO TITLE AND TRUST COMPANY - Buyer's Charges  
 Re: Title Order No. 01410-020121649

ESCROW FEE	885.00	
TITLE INSURANCE - INCLUDES EXTENDED COVERAGE	850.00	
POLICY UPDATE FEE	100.00	
CPL FEE - BUYER	25.00	
COMMITMENT UPDATE FEE	100.00	
CPL FEE - SELLER	50.00	
REGISTRATION RECORDING FEE	3.00	
WIRE FEE - INCOMING	35.00	
RESTRICTIONS ENDORSEMENT	250.00	
AGGREGATE RECORDING CHARGES	53.00	
	-----	
	\$2,351.00	\$2,351.00

08) VILLAGE OF LOMBARD		
TOTAL DISBURSEMENT AMOUNT		\$131,844.03
TOTAL BUYER RECEIPTS		\$132,000.00
		-----
OVERDEPOSIT TO BUYER		\$155.97
		=====

DISBURSEMENTS APPROVED:

DATE \_\_\_\_\_  
 DATE \_\_\_\_\_  
 DATE \_\_\_\_\_  
 DATE 10/23/12

*William Bremer*  
 FOR SELLER \_\_\_\_\_  
 \_\_\_\_\_  
 FOR LENDER \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 FOR CHICAGO TITLE AND TRUST \_\_\_\_\_

*[Signature]*  
 FOR BUYER *under power of attorney* \_\_\_\_\_