

# Back to Basics, Part 7: The Title Commitment

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Presented by:

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## Title Commitment

### What is a Title Commitment?

- The Commitment is an offer to create a binding contract of indemnification between the Insurer and the Insured.
- It discloses exceptions that need to be satisfied at or before closing, as well as exceptions that will remain on title before an underwriter will issue a policy.

# Title Commitment

The last ALTA Commitment Update became effective as of July 1, 2021.

# Title Commitment

**The Commitment consists of 3 sections:**

- The Commitment Cover:
  - The promise to insure;
  - The conditions of insurance;
- Schedule A
- Schedule B
  - Part I
  - Part II

# Title Commitment

## The Commitment Cover

- Explains the purpose of the commitment;
- Provides information as to when the commitment will be effective and binding;
- Outlines what the title company promises to the proposed Insured(s);
- Includes Conditions and Stipulations.

# Title Commitment

## The Commitment Cover Includes:

- Notice
- Commitment Conditions
- Definition of Terms
- Company's Right to Amend
- Limitations of Liability
  - Liability must be based on the issued Commitment
- Defines the Agent's Role
- Arbitration Clause

## Title Commitment - Cover

### ALTA COMMITMENT FOR TITLE INSURANCE

American Land Title Association Commitment for Title Insurance – adopted July 1, 2021

**Issued by  
ADVOCUS 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.

## Title Commitment - Cover

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Advocus National Title Insurance Company, an Illinois 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 Amount of Insurance and the name of the Proposed Insured.

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

# Title Commitment - Cover

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

# Title Commitment - Cover

## COMMITMENT CONDITIONS

### 1. DEFINITIONS (continued)

- e. “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.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

# Title Commitment - Cover

## COMMITMENT CONDITIONS

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;
  - 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. THE 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 is not liable for any other amendment to this Commitment.

# Title Commitment - Cover

## 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 is not 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 is only liable 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. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5 a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## Title Commitment - Cover

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. 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. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

## Title Commitment - Cover

7. IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.
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. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## Title Commitment - Cover

### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 [www.alta.org/arbitration](http://www.alta.org/arbitration).

## Title Commitment – Schedule A

### Transaction Identification Data

- The title insurance underwriter assumes no liability for the Transaction Identification Data; it is for reference only.
- No longer need the special exception excluding Transaction Identification Data from coverage.

### Transactional Data Includes:

- Issuing Agent
- Issuing Office
- ALTA Universal ID
- Commitment Number
- Issuing Office File Number
- Property Address
- Revision Number

## **Title Commitment – Schedule A**

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Commitment Number: 1234-23795  
Issuing Agent: Mel Blanc  
Issuing Office's  
ALTA® Registry ID: 1111111  
Property Address: 2400 Lexington Avenue  
Long Grove, IL 60047

## **Title Commitment – Schedule A**

### **Schedule A Includes:**

- The commitment date;
- The proposed policies to be issued;
- The interest conveyed;
- Current Vesting;
- The legal description of the land; and
- The note regarding validity.

# Title Commitment – Schedule A

## COMMITMENT FORM – SCHEDULE A

1. Commitment Date: June 2, 2025
2. Policy to be issued:
  - a.  2021 ALTA Owner's Policy  
Proposed Insured: Marvin The Martian  
Proposed Amount of Insurance: \$500,000.00
  - b.  2021 ALTA Loan Policy  
Proposed Insured: Guaranteed Rate, Inc.  
Proposed Amount of Insurance: \$400,000.00
3. The estate or interest in the Land at the Commitment Date is:  
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:  
Elmer J Fudd, Trustee of the Elmer J Fudd Revocable Trust dated April 18, 2003
5. The Land is described as follows:  
Lot 49 in Unit No. 2 in Long Grove Country Club Estates, a Subdivision in Section 36, Township 43 North, Range 10, East of the Third Principal Meridian, in Lake County Illinois.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

# Title Commitment – Schedule A

## Commitment Date

- The Effective Date of the Commitment which is the date through with the County records are posted.
  - There will always be a gap in that period.

## Title Commitment – Schedule A

### Policy/Policies to be issued:

- Proposed Insured:
  - Buyer
  - Lender
- Proposed Policy Amount:
  - Sale price for Owner's Policy
  - Loan amount for Loan Policy

## Title Commitment – Schedule A

### Estate or interest in land

- Fee simple:
  - Titleholder is entitled to entire property and has unconditional power of disposition until death and then the property goes to his heirs/devisees.
- Contract Purchaser:
  - Contracts for deed or installment contracts.
- Leasehold Interest:
  - Property where the municipality has a ground lease;
  - Property that is owned by the federal government and leased to individuals.

## Title Commitment – Schedule A

### Title is vested in:

- The person or entity found in the last deed.
  - If titleholder is deceased, proper vesting should be: The heirs and devisees of the Decedent's name, deceased. (Title vests at moment of death.)
    - Advocus may require a Joint Tenancy Affidavit; Letters of Office, or an Affidavit of Heirship.

## Title Commitment – Schedule A

### Legal Description:

- Lot and block
- Metes and bounds

## Title Commitment – Schedule A

### Note regarding Validity:

- This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I Requirements; Schedule B, Part II Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.
  - The aforementioned is on every page of the title commitment.

## Title Commitment – Schedule B, Part I

### Schedule B – Section I

The following requirements must be met:

- Schedule B – Section I sets forth the requirements that must be satisfied in order to issue the policies with the coverage stated in Schedule A. There are five requirements that automatically appear on Schedule B-I:
  - Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured:
    - Conveyance of legal title or creation of the mortgagee lien must be acquired by proper consideration. This requirement covers transactions in which no consideration or less than full consideration is paid for the property, such as a gift or an inheritance, since the title company will be unable to avail itself of the bona fide purchaser defense.
  - Pay Advocus the premiums, fees, and charges for the policy.

# Title Commitment – Schedule B, Part I

## Schedule B – Section I

The following requirements must be met (continued):

- Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered, and recorded.
  - It is the Insured's responsibility to obtain and record all documents necessary to create the interest to be insured
- You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
  - The title company must be informed of anyone acquiring an interest in the property who is not named on Schedule A, e.g., additional buyers, assignees of contracts or mortgages
- Other
  - This section lists all requirements unique to the transaction that must be satisfied prior to the issuance of the final policy or policies, for example: Personal Information Affidavit; the authority to convey or mortgage on behalf of a corporation, LLC or other entity; the authority to convey in a representative capacity (i.e., Power of Attorney, Personal Representative, Trustee, Guardian, etc.); Condominium Certificate of Compliance

# Title Commitment – Schedule B, Part I

Requirements (continued):

- Other Additional Requirements
  - Buyer and seller must bring a valid governmental ID
  - 1099 information and forwarding address
  - Payoff letters must be current; no more than 30 days old and valid on the day of closing.
  - All incoming funds must be a wire or cashier's check and are subject to the good funds provision of the Illinois Title Insurance Act.

# Title Commitment – Schedule B, Part I

## Commitment Form - 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.
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. The following additional requirements must be satisfied at or prior to the closing.
  - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
  - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes
  - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
6. The Goods Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
7. Per Illinois law, for closings on or after January 1, 2011, the Company will issue Closing Protection Letters to the parties to the transaction if it is closed by the Company or its approved title insurance agent.

# Title Commitment – Schedule B, Part II

## PART II Exceptions

- **Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**
- The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in
- Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company
- Standard Exceptions
  - Rights or claims of parties in possession not shown by the Public Records.

## Title Commitment – Schedule B, Part II

### Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records. (ALTA)
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title survey of the Land. (Survey)
3. Easements, or claims of easements, not shown by the Public Records. (Survey)
4. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records; (ALTA) and
5. Taxes or special assessments that are not shown as existing liens by the Public Records. (ALTA)

## Title Commitment – Schedule B, Part II

### Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions a. and b., in the absence of the production of the data and other matters contained in the ALTA Statement form or an equivalent form:
  - a. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records;
  - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

## Title Commitment – Schedule B, Part II

### 2 (a) & 2 (b) – Mechanics lien exceptions:

- If the transaction involves a construction loan. The exception below will appear on the commitment and will not be waived:
  - The Company must be provided with properly executed sworn contractors' statements, subcontractor's statements, and final lien waivers along with proof of proper disbursements of any loan proceeds used for the improvement of the land, or the policy or policies when issued will be subject to the following exceptions.
  - (a) Any lien, or right to a lien, for services, labor, materials or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records
  - (b) Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A as affecting: (i) the validity of the lien of the mortgage; and (ii) the priority of the lien of the mortgage over any other right, claim, lien, or encumbrance that has or may become superior to the lien of the mortgage before the disbursement of the entire proceeds of the loan

## Title Commitment – Schedule B, Part II

### Mechanics Liens (continued)

- If rehab or construction was done in the last 6 months before the effective date of the title commitment, a final Lien Waiver/Contractor's Sworn Statement exam is required in order to waive the exception.
- Advocus' Construction Escrow Department can be reached at [constructionescrow@advocustitle.com](mailto:constructionescrow@advocustitle.com) for clearance help.

## Title Commitment – Schedule B, Part II

### Special Exceptions (continued)

#### 3. The lien of taxes assessed for the year 2024 and thereafter

- First Installment Amount: \$5,197.80 Paid
- Second Installment Amount: \$5,197.80 Due September 1, 2025
- Taxes for the year are not yet due and payable.
- Permanent Index Number: 14-36-105-001

## Title Commitment – Schedule B, Part II

### Taxes:

- Must be paid current.
  - Lender requires a Title Indemnity with Deposit held for taxes due within 60 days.
    - Normally, 1 1/5 times the amount of the most recent tax bill is held unless the property is being reassessed, then 2 times the amount of the most recent bill is held.
- Open Item Tax Bills;
  - If the Open Item Bill isn't available, the amount held depends upon the age of the delinquency.
- Estimates of Redemption;
  - If there is a current Estimate of Redemption, 1 1/2 times the amount due is held. If there isn't an Estimate of Redemption, then 2 times the amount of all taxes due is held.

## Title Commitment – Schedule B, Part II

### Special Exceptions (continued)

4. Mortgage dated June 8, 1995, and recorded June 15, 1995, as Document No. 3684343 executed by Daffy Duck and Dizzy Duck and given to North Shore Bank and Trust to secure a note in the amount of \$60,000.00, and such other sums as provided therein.
5. The Company should be provided with a statement from the borrower(s) regarding the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender regarding delayed or postponed payments or other restructuring of the debt secured by the mortgage.
6. Mortgage dated February 28, 2019, and recorded April 12, 2019, as Document No. 7554800, executed by Elmer J. Fudd as Trustee of the Elmer J. Fudd Revocable Trust dated February 18, 2019, and given to Chase Bank, to secure a note in the amount of \$100,000.00 and such other sums as provided therein.
7. The Company should be provided with a statement from the borrower(s) regarding the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender regarding delayed or postponed payments or other restructuring of the debt secured by the mortgage.

## Title Commitment – Schedule B, Part II

### Mortgages

- Payoff Letters:
  - Order 5 to 7 business days before closing;
  - If wiring the payoff add one extra business day's interest;
  - If overnighting payoff add two extra business day's interest;
  - If lender doesn't include release fee in payoff, charge a release verification fee;
  - If a payoff is not obtained by closing, all proceeds can be held in a Title Indemnity with Deposit or if there is a statement, 1 ½ times the amount due can be held in a TI.

## Title Commitment – Schedule B, Part II

### Mortgages (continued)

- Statute of Limitations:
  - If there's a due date, the Statute of Limitation is 20 years from the due date;
  - If there's no due date, the Statute of Limitation is 30 years from the date of the mortgage.
- Prior seller's Mortgages:
  - Contact ATG Hold Harmless Department at [holdharm@atgf.com](mailto:holdharm@atgf.com)
- Releases:
  - Ask clients if they have their unrecorded release or satisfaction of mortgage;
  - Contact lender to reissue release if necessary;
    - If lender is recording the mortgage, they can give you something in writing stating same.
  - Releases can always be recorded at closing.

## Title Commitment – Schedule B, Part II

### Special Exceptions (continued)

8. The Company should be furnished with the following: A Certification of Trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the powers of the trustee to act in the current transaction; or In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a properly certified copy of the original trust agreement, under which title to the land is held, together with all amendments thereto. The Company reserves the right to raise additional exceptions or make further requirements after review of the documentation provided. The Company should be advised as to whether the trust under which title to the land is held is still in force and effect, and this Commitment is subject to such further exceptions, if any, as may be deemed necessary.
9. The Company should be advised as to whether the trust under which title to the land is held is still in force and effect, and this Commitment is subject to such further exceptions, if any, as may be deemed necessary.
10. Terms, powers, provisions and limitations of the trust under which title to the land is held.

## Title Commitment – Schedule B, Part II

### Trust Exceptions

- Inter Vivos Trusts
  - Certification of Trust signed by Trustee, or
  - Certified copy of the trust.
  - No POAs allowed, unless trust agreement specifically provides that the Trustee can appoint agents.
  - If original Trustee is deceased, look to trust agreement for Successor Trustee.
    - In Successor Trustee situations payments must be made to the trust directly or to the Successor Trustee as Trustee of the trust, not individually.

## Title Commitment – Schedule B, Part II

### Trust Exceptions (continued)

#### Land Trusts

- Seller:
  - Deed and ALTA Statement comes from Land Trustee;
  - Land Trustee will issue a pay proceeds letter
- Buyer:
  - If loan transaction, land trustee executes the mortgage, and the mortgage must go to land Trust Company to be identified with the trust.

## Title Commitment – Schedule B, Part II

### Special Exceptions (continued)

11. We find judgments, liens and matters of record involving a person or persons whose names are similar to Elmer J Fudd and Elmer J. Fudd. Relative thereto, a Personal Information Affidavit (Form 3008) establishing the identity of the above-described person(s) must be supplied in order to facilitate the exclusion, if possible, of those items.
12. Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Searched for: Marvin The Martian; Result: NO MATCH FOUND
13. Effective January 1, 2018, the Illinois Department of Revenue (IDOR) began utilizing a central registry for maintaining notices of tax liens filed or released that are enforced by the IDOR. The notices and releases will no longer be filed with the county recorder's offices. In order to complete the title search for any possible judgments and liens against parties with an interest in the insured land, The Company must be furnished with an Illinois State Lien Registry Information form (Form 4235) for each seller and buyer, and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.

## Title Commitment – Schedule B, Part II

### Clearing Judgment and Lien Exceptions:

- When a possible judgment exception for the seller is raised, you will clear it through a Personal Information Affidavit and using that information, you will review the exceptions on the J & L search to clear your seller.
- If a direct hit is found, that lien must be raised on the commitment as an exception.
  - To clear a lien exception against your client, either a payoff or a release is required.
  - If a payoff or a release cannot be obtained in time for closing Advocus can hold a Title Indemnity with Deposit to insure over it.
  - If the lien belongs to a prior seller, it can be insured over with a hold harmless letter from another title company.

## Title Commitment – Schedule B, Part II

### Liens

- They are recorded as a Memorandum of Judgment against the seller and an exception must be raised for each judgment;
- Check the Statute of Limitations;
  - Memorandums of Judgment have a Statute of Limitations of 7 years with a 20 year right of revival up to the date of the judgment.
- A payoff or a release is required to waive the exception.

## Title Commitment – Schedule B, Part II

### Liens (continued)

- Federal Tax Liens
  - 10 years and 30 days from the lien issuance unless it's refiled.
  - United States v. Drye, 528 US 49,58 (1999)
    - If title vests in the Heirs & Devisees of a Decedent, a federal tax lien attached to their interest.
- Municipal Liens:
  - Weed Cutting and Demolition liens:
    - No Limitations period.
  - Most other Municipal Liens:
    - Most expire after 10 years

## Title Commitment – Schedule B, Part II

### Liens (continued)

- Mechanics' Liens:
  - Has priority as of the date the construction contract was signed and as such, takes priority over the mortgage.
  - Must be recorded within 4 months of completion of construction.
  - 2-years statute of limitations.
  - Claimant can file suit based upon the contract, if successful, the lien is treated as a judgment lien.

## Title Commitment – Schedule B, Part II

### Liens (continued)

- Illinois Department of Revenue Liens:
  - As of December 1, 2017, tax liens are no longer recorded.
  - Liens now appear on the Illinois State Tax Lien Registry website; [tax.illinois.gov](http://tax.illinois.gov).
  - State Tax Liens have a Statute of Limitations of 20 years from filing of lien

## Title Commitment – Schedule B, Part II

### Liens (continued)

- Lis Pendens
  - Check the docket to see if the case was dismissed.
- Foreclosure Actions
  - If very old, can be disregarded;
  - If it's recent, review the foreclosure case to make sure proper parties were served.
- City Actions
  - Pull any orders issued
  - If there's an injunction, it remains on the commitment and policy until it's lifted.
    - This means you must go to Court to lift the injunction.
  - See if judgments are satisfied and if so, record a release.

## Title Commitment – Schedule B, Part II

### Patriot Act Exception:

- If there are no hits, the exception does not need to be raised, or it can be waived.
- If there is a hit, contact underwriting so a Sanctions List search can be performed.

## Title Commitment – Schedule B, Part II

### Special Exceptions (continued)

14. A letter from the Association stating that all assessments are paid to date should be furnished to the undersigned.
15. Pursuant to the Tax Reform Act of 1986; Title 1, Subtitle C; Section 1521 requires the Settlement Agent to report real estate transactions. Relative thereto, we note the following and require: A. We must be furnished at closing with the tax identification of the recipients of any or all of the net proceeds of the transaction; and B. Failure to comply will result in a 20 percent holdback to be deposited with the Internal Revenue Service pursuant to the aforesaid Act.
16. Upon a conveyance or mortgage of the land, we should be supplied with satisfactory proof of compliance with the provisions of the Illinois Compiled Statutes regarding sale or lease of land by a municipal corporation, as well as a copy of the ordinance approving the conveyance of the land, and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.

## Title Commitment – Schedule B, Part II

### Paid Assessment Letters

- Generally
  - Order 10 business days in advance of closing;
  - Ensure that the letter is good through the end of the month of closing.
- HOA Letters
  - A letter from the Association must state that:
    - ❑ All dues are paid through the end of the end of the month or year;
    - ❑ There are no outstanding liens or special assessments due;
    - ❑ It must be signed by the President or Secretary of the HOA.

## Title Commitment – Schedule B, Part II

### Paid Assessment Letters (continue)

- Condominium PALs must provide that:
  - All assessments are paid current;
  - There are no outstanding liens or special assessments;
  - The board has waived their right of first refusal or there isn't a right of first refusal;
  - It must be signed by the President or Secretary of the Condo Board.

## Title Commitment – Schedule B, Part II

### Transfer Taxes

- All transfer taxes must be paid at closing.
- Advocus will provide State, County and City of Chicago stamps without any paperwork required;
  - State Transfer stamps are \$1.00/Thousand, rounded up to the nearest \$500.00.
  - County Transfer stamps are \$0.50/Thousand, rounded up to the nearest \$500.00.
- Advocus can obtain Village stamps for a fee and a completed application;
- Please refer to Advocus' Real Estate Transfer stamp Ordinance located on [www.advocus.com](http://www.advocus.com) to see if inspections, water readings, or other requirements are required to obtain village stamps.

## Title Commitment – Schedule B, Part II

### Illinois Anti-Predatory Lending Database Certificate

- This certificate is required for Cook, Kane, Peoria, and Will Counties require this certificate.
- Your closer will obtain this for you.

## Title Commitment – Schedule B, Part II

### Special Exceptions (continued)

18. Easement over and upon the Southerly (rear) 10 feet of the land for public utilities and drainage as shown on the Plat of Subdivision recorded July 15, 1963, as Document No. 1192101.
19. Covenants, conditions, and restrictions contained in the Declaration of Restrictions dated November 16, 1962 and recorded July 15, 1963 as Document No. 1192102, and the Amendment dated August 27, 1965 and recorded August 30, 1965 as Document No. 1275257, but omitting therefrom any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, relating to use; type; number; height; garages; exterior finish; size; location; no noxious or offensive activity; nuisances; animals; antennae; satellite dishes; garbage and refuse disposal; temporary structures; driveways; signs; sewage disposal systems; water supply systems; construction; excavation; approval of plans and specifications; etc.
20. Certificate of Correction to the Plat of said Subdivision recorded September 16, 1963, as Document No. 1200027.
21. In the event any future conveyances of the premises in question would divide the subject premises into two or more parts, any part of which is less than five acres, compliance must be made with the Plat Act.

## Title Commitment – Schedule B Part II

### Covenants, Easements and building lines

- Run with the land;
- They are not waived;
- They remain on the final policies.

## Clearing Other Exceptions

### Decedent Estates

- Probated Estate
  - Letters of Office, Independent Executor or Independent Administrator signs the deed;
  - Letters of Office, Supervised Administration;
    - Must obtain a Court Order to sell the property.
  - Shortens claims period to 6 months.

## Clearing Other Exceptions

### Decedent Estates:

- Unprobated Estates (Bond in Lieu)
  - Affidavit of Heirship
  - Additional premium required if date of death is less than 2 years ago.
  - Personal Undertaking required signed by heirs and devisees.
  - Copy of the will.
  - Copy of the death certificate

## Clearing Other Exceptions

### Limited Liability Companies Require:

- Operating Agreement
- Certification of Good Standing
- Articles of Organization
- Resolution providing for the sale or purchase and stating who is authorized to execute the deed or mortgage on behalf of the LLC at the closing table.
- An LLC can not delegate authority via a POA.

## Clearing Other Exceptions

### Corporations:

- Articles of Organization;
- Certification of Good Standing or Cyber Drive Printout showing active;
- Resolution signed by the President and Secretary authorizing the transaction and who can sign on behalf of the corporation; and
- Deed signed by President and Secretary.

## Clearing Other Exceptions

- Water Certificates
  - Municipal Water Certifications
    - City of Chicago:
      - Requires a water certification. Order 10 business days in advance.
    - Other municipalities may require water bills be paid in full before closing.
- Real Estate Transfer Ordinance
  - <https://www.atgf.com/tax-ordinance/all>

# Clearing Other Exceptions

## Zoning Certifications

- Order 10 business or more in advance of closing!
  - City of Chicago;
    - Good for 1 year;
    - If Advocus is getting the Zoning Cert, you must let us know how many units are on the property
    - If mixed use, a Zoning Cert is required for the residential units.
  - Unincorporated Cook County;
    - A zoning cert is required for properties located in Unincorporated Cook County.

# Survey Exceptions

## Ordering your survey

- You'll want to contact your surveyor as soon as possible to see when he can come out and survey the property.
- Advocus can accept a survey no older than 5 years with an Affidavit of No New Improvements.
- If any improvements were made on the subject or surrounding properties, such as a fence or structure, a new survey is required no matter the age of the prior survey.

# Underwriting Help

## Underwriting Contact Information

Email: [Legal@advocustitle.com](mailto:Legal@advocustitle.com)

Call: 800.252.0402 or  
312.752.1990

Back to Basics, Part 7 - The Title Commitment

**Thank you  
for attending!**

Please complete our  
online evaluation form.



**Advocus**  
University



**AFFIDAVIT OF NO NEW IMPROVEMENTS**

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

Commitment No.: \_\_\_\_\_

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

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

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

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

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

Subscribed and sworn to before me this

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

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

## ALTA STATEMENT

Commitment to Insure Title No.: \_\_\_\_\_

The Owner/Seller and Purchaser certify to Advocus National Title Insurance Company (the "Company") that, with respect to the Land described in the above Commitment to Insure Title, and to their best knowledge and belief:

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

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

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

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

**OWNER/SELLER**

**PURCHASER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

**NOTARY**

**NOTARY**

Subscribed and sworn to before me this

Subscribed and sworn to before me this

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

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

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

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

**LENDER'S DISBURSEMENT STATEMENT**

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

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

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

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

**PERSONAL UNDERTAKING**

WHEREAS, Advocus National Title Insurance Company, an Illinois corporation (the "Company"), is considering the issuance of one of its title insurance policies to insure Robert McKenzie, Elaine McKenzie, Bryan Croft, Lucy Croft against loss by reason of defects in the title to certain real estate located in DuPage County, State of Illinois, and described as follows:

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

Mortgage dated January 10, 1994, and recorded January 25, 1994, as Document No. R94-022295, executed by Robert D. Rhodes and Mary Lee Rhodes, husband and wife, and given to MidAmerica Federal Savings Bank, to secure a note in the amount of \$80,800.00, and such other sums as provided therein..

Assignment of Mortgage from MidAmerica Bank, FSB to TCF Mortgage Corporation, dated November 1, 2000, and recorded December 27, 2000, as Document No. R2000-202228, which assigns the Mortgage recorded as Document No. R94-022295.

Mortgage dated July 25, 2001, and recorded August 8, 2001, as Document No. R2001-165782, executed by Robert D. Rhodes and Mary L. Rhodes, and given to TCF National Bank, to secure a note in the amount of \$85,000.00, and such other sums as provided therein.

Mortgage dated July 25, 2001, and recorded August 8, 2001, as Document No. R2001-165783, executed by Robert D. Rhodes and Mary L. Rhodes, and given to TCF National Bank, to secure a note in the amount of \$15,000.00, and such other sums as provided therein.

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

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

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

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

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

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Name Signature

\_\_\_\_\_  
Address

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

**PERSONAL INFORMATION AFFIDAVIT**

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

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

\_\_\_\_\_.

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

2. Affiant:
- a. has never been a party to a divorce proceeding; or
  - b. has been a party to the following proceedings(s):
- | Divorced From | Year  | Case Number, County, State |
|---------------|-------|----------------------------|
| _____         | _____ | _____                      |
| _____         | _____ | _____                      |
| _____         | _____ | _____                      |
| _____         | _____ | _____                      |

3. Affiant:
- a. has never been known by any other name; or
  - b. has been known by another name(s) as follows:
- | Changed Name From | Year  | Case Number, County, State |
|-------------------|-------|----------------------------|
| _____             | _____ | _____                      |
| _____             | _____ | _____                      |
| _____             | _____ | _____                      |
| _____             | _____ | _____                      |

4. Affiant:
- a. has never been adjudicated a bankrupt; or
  - b. was adjudicated a bankrupt in proceedings held in the Federal District Court in \_\_\_\_\_, in \_\_\_\_\_, in \_\_\_\_\_.
- | Case Number | County | State |
|-------------|--------|-------|
| _____       | _____  | _____ |

5. Affiant further states that:

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

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

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

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

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

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

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

Subscribed and sworn to before me this

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

\_\_\_\_\_  
Notary Public Last 4 Digits of Affiant's Social Security Number

**PERSONAL UNDERTAKING WITH TITLE INDEMNITY DEPOSIT AGREEMENT  
(Taxes)**

Advocus National Title Insurance Company (the "Company") is about to issue its title insurance policy with respect to the Land described in the Company's Commitment for Title Insurance No.: \_\_\_\_\_.

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

Tax Parcel No.:	_____	Tax Parcel No.:	_____
Tax Year:	_____	Tax Year:	_____
Installment No. (if applicable):	_____	Installment No. (if applicable):	_____
County:	_____	County:	_____
State:	_____	State:	_____

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email/Phone Number

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

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

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

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

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

Entered into this:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

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

Accepted by the Company



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

\_\_\_\_\_  
Name (Print)

**PERSONAL UNDERTAKING WITH TITLE INDEMNITY DEPOSIT AGREEMENT  
(Title)**

Advocus National Title Insurance Company (the "Company") is about to issue its title insurance policy with respect to the Land described in the Company's Commitment for Title Insurance No.: \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email/Phone Number

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

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

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

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

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

Entered into this:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address

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

Accepted by the Company



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

\_\_\_\_\_  
Name (Print)

**REQUEST FOR WATER AND/OR ZONING CERTIFICATION**

**NOTE:** To order, please *complete every line* of this form. Your request cannot be processed, nor can Advocus™ be responsible for delays, when information is not complete.

All applications must be accompanied by a legal description or plat of survey and one of the following to confirm:

- copy of the signed and notarized deed for the intended transaction (must be submitted with Statement by Grantor and Grantee (Advocus Form 4010) if request is for an exempt Full Payment Certificate);
- Commitment Form – Schedule A (Advocus Form 1001-16 or 1001-21) reflecting the seller and proposed Insured; or
- signed Sales Contract listing buyer and seller.

Agent Name: \_\_\_\_\_ Agent No.: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Order No.: \_\_\_\_\_

**Item(s) Requested:**

- Water Certification (Fee: \$100 plus \$50 City of Chicago Filing Fee)       Water Exempt Fee (\$75)
- Zoning Certification (Fee: \$100 plus \$120 City of Chicago Filing Fee)

**Property Information:**

Street Address: \_\_\_\_\_ Unit No.: \_\_\_\_\_

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Single Family Home   | <input type="checkbox"/> Mixed Use                 | <input type="checkbox"/> Corner Property     |
| <input type="checkbox"/> Condo <input type="checkbox"/> Townhouse <input type="checkbox"/> Co-Op<br>(Individually Billed) | <input type="checkbox"/> Condo Conversion          | <input type="checkbox"/> Multiple PINs       |
| <input type="checkbox"/> Condo <input type="checkbox"/> Townhouse <input type="checkbox"/> Co-Op<br>(Association Billed)  | <input type="checkbox"/> Commercial                | <input type="checkbox"/> Foreclosure         |
| <input type="checkbox"/> Apartment Building < 6 units   | <input type="checkbox"/> Industrial                | <input type="checkbox"/> Tax Sale            |
| No. of Units*: _____  | <input type="checkbox"/> New Construction          | <input type="checkbox"/> Receivership        |
| <input type="checkbox"/> Apartment Building ≥ 6 units   | <input type="checkbox"/> Railroad                  | <input type="checkbox"/> Transfer Tax Exempt |
| No. of Units*: _____  | <input type="checkbox"/> Refinance Only            | Exemption Code: _____                        |
| <input type="checkbox"/> Apartment Building ≥ 6 units   | <input type="checkbox"/> Vacant Lot                | <input type="checkbox"/> Other               |
| No. of Units*: _____  | <input type="checkbox"/> Coach House/Rear Building | Description: _____                           |

\* Please verify that you have indicated the correct number of units.

**Supporting Documentation:**

Document	Required For
<input type="checkbox"/> Legal Description	Commercial, Mixed Use, Corner Property, Condo Conversion, Multiple PINs, Apt. Bldg. ≥ 6 units
<input type="checkbox"/> Plat of Survey	New Construction, Industrial, Vacant Land, Railroad, Other
<input type="checkbox"/> Paid Assessment Letter	Condo/Townhouse/Co-Op; Association Billed
<input type="checkbox"/> Court Order/Deed	Foreclosure, Tax Sale, Receivership

**Buyer Information:**

Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Buyer requests future bills be mailed to:  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Buyer's Attorney: \_\_\_\_\_  
 Attorney Phone: \_\_\_\_\_

**Seller Information:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Access Person for Final Meter Reading:**

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

**Expected Closing Date:**

If closing date has not been set, please estimate: \_\_\_\_\_

**Additional Requests/Comments:**

\_\_\_\_\_

**NOTE:** Metered accounts may need 10 to 15 business days to process.

**Send this form and supporting documentation to:**  
**Advocus Search Department, One South Wacker Drive, Suite 2400, Chicago, IL 60606-4654 or clearance@advocustitle.com.**



National Title Insurance Company

Commitment No. GO33-23795

## ALTA COMMITMENT FOR TITLE INSURANCE

American Land Title Association Commitment for Title Insurance—adopted July 1, 2021

Issued by

**ADVOCUS 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, Advocus National Title Insurance Company, an Illinois 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 Amount of Insurance and the name of the Proposed Insured.

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

 **Advocus** National Title Insurance Company

Peter J. Birnbaum  
President and Chief Executive Officer

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "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.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
  - 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. THE 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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.

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- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 [www.alta.org/arbitration](http://www.alta.org/arbitration).

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Commitment No.: GO33-23795  
Issuing Agent: TEST Alisa Swerdlove Attorney  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Issuing Office File No.:  
Property Address: 2400 Lexington Drive, Long Grove, IL 60047

**COMMITMENT FORM – SCHEDULE A**

1. Commitment Date: June 24, 2025
2. Policy to be issued:
  - a.  2021 ALTA Owner's Policy  
Proposed Insured: Marvin The Martian  
Proposed Amount of Insurance: \$500,000.00
  - b.  2021 ALTA Loan Policy  
Proposed Insured: Guaranteed Rate, Inc.  
Proposed Amount of Insurance: \$400,000.00
3. The estate or interest in the Land at the Commitment Date is:  
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:  
Elmer J Fudd, Trustee of the Elmer J Fudd Revocable Trust dated April 18, 2003
5. The Land is described as follows:  
Lot 49 in Unit No. 2 in Long Grove Country Club Estates, a Subdivision in Section 36, Township 43 North, Range 10, East of the Third Principal Meridian, in Lake County Illinois


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Issued By:

TEST Alisa Swerdlove Attorney

(312) 498-5374

GO33  
Agent No.

  
Signature of Agent or Authorized Signatory

**COMMITMENT FORM – SCHEDULE B**

Commitment No.: GO33-23795

Commitment Date: April 24, 2025  
State Issued: IL  
File Name: GO33-23795

**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.
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. The following additional requirements must be satisfied at or prior to the closing.
  - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
  - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes
  - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
6. The Goods Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
7. Per Illinois law, for closings on or after January 1, 2011, the Company will issue Closing Protection Letters to the parties to the transaction if it is closed by the Company or its approved title insurance agent.

**PART II  
Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

**Standard Exceptions**

1. Rights or claims of parties in possession not shown by the Public Records.

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Issued By:

TEST Alisa Swerdlove Attorney

(312) 498-5374

GO33  
Agent No.

  
Signature of Agent or Authorized Signatory

## COMMITMENT FORM – SCHEDULE B

Commitment No.: GO33-23795

2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title 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, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

### Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions a. and b., in the absence of the production of the data and other matters contained in the ALTA Statement form or an equivalent form:
  - a. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records;
  - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. The lien of taxes assessed for the year 2024 and thereafter  
First Installment Amount: \$5,197.80 Paid  
Second Installment Amount: \$5,197.80 Due September 1, 2025  
Taxes for the year are not yet due and payable.  
Permanent Index Number: 14-36-105-001
4. Mortgage dated June 8, 1995, and recorded June 15, 1995, as Document No. 3684343 executed by Daffy Duck and Dizzy Duck, and given to North Shore Bank and Trust to secure a note in the amount of \$60,000.00, and such other sums as provided therein.
5. The Company should be provided with a statement from the borrower(s) regarding the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender regarding delayed or postponed payments or other restructuring of the debt secured by the mortgage.
6. Mortgage dated February 28, 2019, and recorded April 12, 2019, as Document No. 7554800, executed by Elmer J. Fudd as Trustee of the Elmer J. Fudd Revocable Trust dated February 18, 2019, and given to Chase Bank, to secure a note in the amount of \$100,000.00 and such other sums as provided therein.
7. The Company should be provided with a statement from the borrower(s) regarding the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender regarding delayed or postponed payments or other restructuring of the debt secured by the mortgage.
8. The Company should be furnished with the following: A Certification of Trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the powers of the trustee to act in the current transaction; or In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a properly certified copy of the original trust agreement, under which title to the land is held, together with all amendments thereto. The Company reserves the right to raise additional exceptions or make further requirements after review of the documentation provided. The Company should be advised as to whether the trust under which title to the land is held is still in force and effect, and this Commitment is subject to such further exceptions, if any, as may be deemed necessary.

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## COMMITMENT FORM – SCHEDULE B

Commitment No.: GO33-23795

9. The Company should be advised as to whether the trust under which title to the land is held is still in force and effect, and this Commitment is subject to such further exceptions, if any, as may be deemed necessary.
10. Terms, powers, provisions and limitations of the trust under which title to the land is held.
11. We find judgments, liens and matters of record involving a person or persons whose names are similar to Elmer J Fudd and Elmer J. Fudd. Relative thereto, a Personal Information Affidavit (Form 3008) establishing the identity of the above described person(s) must be supplied in order to facilitate the exclusion, if possible, of those items.
12. Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT)  
Searched for: Marvin The Martian; Result: NO MATCH FOUND
13. Effective January 1, 2018 the Illinois Department of Revenue (IDOR) began utilizing a central registry for maintaining notices of tax liens filed or released that are enforced by the IDOR. The notices and releases will no longer be filed with the county recorder's offices. In order to complete the title search for any possible judgments and liens against parties with an interest in the insured land, The Company must be furnished with an Illinois State Lien Registry Information form (Form 4235) for each seller and buyer, and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.
14. A letter from the Association stating that all assessments are paid to date should be furnished to the undersigned.
15. Pursuant to the Tax Reform Act of 1986; Title 1, Subtitle C; Section 1521 requires the Settlement Agent to report real estate transactions. Relative thereto, we note the following and require: A. We must be furnished at closing with the tax identification of the recipients of any or all of the net proceeds of the transaction; and B. Failure to comply will result in a 20 percent holdback to be deposited with the Internal Revenue Service pursuant to the aforesaid Act.
16. Upon a conveyance or mortgage of the land, we should be supplied with satisfactory proof of compliance with the provisions of the Illinois Compiled Statutes regarding sale or lease of land by a municipal corporation, as well as a copy of the ordinance approving the conveyance of the land, and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
17. A 30 foot building line from the Northerly (front) line of the property as shown on the Plat of Subdivision recorded July 15, 1963 as Document No. 1192101.
18. Easement over and upon the Southerly (rear) 10 feet of the land for public utilities and drainage as shown on the Plat of Subdivision recorded July 15, 1963 as Document No.1192101. [Plat](#)
19. Covenants, conditions, and restrictions contained in the Declaration of Restrictions dated November 16, 1962 and recorded July 15, 1963 as Document No. 1192102, and the Amendment dated August 27, 1965 and recorded August 30, 1965 as Document No. 1275257, but omitting therefrom any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, relating to use; type; number; height; garages; exterior finish; size; location; no noxious or offensive activity; nuisances; animals; antennae; satellite dishes; garbage and refuse disposal; temporary structures; driveways; signs; sewage disposal systems; water supply systems; construction; excavation; approval of plans and specifications; etc.. [Dec Amd](#)
20. Certificate of Correction to the Plat of said Subdivision recorded September 16, 1963 as Document No. 1200027. [CCOR](#)
21. In the event any future conveyances of the premises in question would divide the subject premises into two or more parts, any part of which is less than five acres, compliance must be made with the Plat Act.

CHAIN OF TITLE: The following conveyances are found of record within 24 months prior to the original Effective Date of this Commitment:

None Note: This Exception will not appear on the policy if/when issued. Disclaimer: The above listed Chain of Title is for information purposes only. The liability of the insurer/issuing agent in connection with this exception is limited to actual damages out of an error contained herein but in no event shall liability exceed \$250.00

*End of Schedule*

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**COMMITMENT FORM – NOTES**

Commitment No.: GO33-23795

Commitment Date: April 24, 2025

State Issued: IL

File Name: GO33-23795

**Notes for Information**

**The following endorsements have been approved for issuance with the final policy(s):**

ALTA 22-06 Location Endorsement 1 (ATG Form 2030-06)

ALTA 8.1 Environmental Protection Lien Endorsement (ATG Form 2021-21)

ALTA 9-06 Restrictions, Encroachments, Minerals – Loan Endorsement (ALTA 9-06)

Inflation Endorsement

Standard Exception Waiver Endorsement

*End of Notes for Information*

GO33

Agent No.

  
Signature of Agent or Authorized Signatory

**DISCLOSURE STATEMENT  
CONTROLLED BUSINESS ARRANGEMENT**

Commitment No. (if available): GO33-23795

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

Seller/Owner Elmer J Fudd as Trustee of the Elmer J Fudd Revocable Trust dated April 18, 2003       Buyer(s) Marvin The Martian

Regarding the property located at:

2400 Lexington Drive	Long Grove	IL	60047
Street Address	City	State	Zip Code

This disclosure is made by the undersigned as an agent of Advocus National Title Insurance Company (“Advocus”).

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

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

Thank you for selecting Advocus.

*Owner Title Policy:	\$2,780.00
*Mortgagee Title Policy:	\$600.00
Escrow or Closing Fee:	\$2,150.00
Other Fees: _____	_____
_____	_____
<b>Total Estimated Charges:</b>	<b><u>\$5,530.00</u></b>

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

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

The undersigned does hereby certify that the above disclosure was made to the above named parties on 6/23/2025  
Date

Signature of Agent: \_\_\_\_\_  
Name of Agent: TEST Alisa Swerdlove Attorney  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

Seller/Owner: _____	Date: _____
_____	Date: _____
Buyer: _____	Date: _____
_____	Date: _____

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

## PRIVACY POLICY NOTICE

This Notice sets forth the privacy policies and practices of Advocus National Title Insurance Company (Advocus™) and its affiliated companies, Advocus Title Agency, LLC, ATG Trust Company, NLT Title, and The Judicial Sales Corporation. This Notice identifies the sources of nonpublic, personal information we collect regarding our customers, and specifies what measures we take to secure that information.

The words “**you**” and “**your**” mean all of our consumer customers who have a business relationship with us, such as:

- Insureds under Advocus title insurance policies;
- Parties to real estate transactions;
- Persons with a trust account; and
- Borrowers who have a loan account or who have applied for a loan.

“**We,**” “**our,**” and “**us**” mean Advocus and its affiliated companies listed above.

“**Nonpublic personal information**” means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

An “**affiliate**” is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning a sufficient share to have control.

A “**nonaffiliated third party**” is a company that is not an affiliate of ours.

### THE INFORMATION WE COLLECT

We collect nonpublic, personal information about you from the following sources:

- Information we receive from you on title insurance applications or other forms associated with your transaction with us;
- Information from a consumer reporting agency;
- Miscellaneous information about your transaction that becomes part of our file on your transaction with us; and
- Information about your transactions with nonaffiliated third parties.

We do not disclose any nonpublic, personal information about you to anyone, except as authorized by law.

### THE CONFIDENTIALITY, SECURITY, AND INTEGRITY OF YOUR NONPUBLIC PERSONAL INFORMATION

We restrict access to nonpublic, personal information about you to only those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information from unauthorized use.

### NONPUBLIC PERSONAL INFORMATION AND NONAFFILIATED THIRD PARTIES

You have entrusted us with important personal information about you, and we will not disclose your nonpublic, personal information to nonaffiliated third parties, except as permitted by law.

### NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS

We do not disclose nonpublic, personal information about former customers, except as permitted by law.

**ATTORNEY-TITLE AGENT DISCLOSURE  
(ILLINOIS)**

Property: 2400 Lexington Drive, Long Grove, IL 60047

Please be advised that Mel Blanc (Agent) is authorized to issue title insurance  
Name of Attorney

as an agent for Advocus National Title Insurance Company (Advocus™) and plans to issue title insurance as part of his/her/their representation on your real estate transaction. Agent has a financial interest in the title insurance portion of the transaction and will be paid a fee for providing services as a title insurance agent.

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

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

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

**ACKNOWLEDGMENT AND APPROVAL:**

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

\_\_\_\_\_  
Name of Client (print)

\_\_\_\_\_  
Name of Client (print)

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date