

**NOTARIAL RECORD - RESIDENTIAL REAL PROPERTY TRANSACTIONS**  
**File Number**

**PROPERTY**

The undersigned grantor(s) hereby certify(ies) that the real property identified in this Notarial Record is Residential Real Property as defined in the Illinois Notary Public Act

\_\_\_\_\_  
Type or Name of Document of Conveyance PIN No. of Residential Real Property

\_\_\_\_\_  
Common Street Address of Residential Real Property

\_\_\_\_\_  
Date of Notarization Notary Fee Additional Comments

**NOTARY**

\_\_\_\_\_  
Notary Name Printed Notary Phone Number

\_\_\_\_\_  
Commission Expiration Date Notary Signature

\_\_\_\_\_  
Notary Residential Street Address

\_\_\_\_\_  
Heritage Title of McHenry, Inc 4405 Three Oaks Rd., Crystal Lake, IL 60014  
Name of Notary's Employer or Principal and Business Street Address

**GRANTOR(S)**

\_\_\_\_\_  
Grantor (Signer) #1 Name Printed Grantor (Signer) #2 Name Printed

\_\_\_\_\_  
Grantor (Signer) #1 Signature Grantor (Signer) #2 Signature

\_\_\_\_\_  
Grantor #1 Residential Street Address Grantor #2 Residential Street Address

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

\_\_\_\_\_  
Grantors (signor) means of ID

**Right Thumbprint  
of Grantor/Signer  
#1**

\_\_\_\_\_  
Description of Print if Not Right Thumb

\_\_\_\_\_  
Additional Comments

\_\_\_\_\_  
Grantors (signor) means of ID

**Right Thumbprint  
of Grantor/Signer  
#2**

\_\_\_\_\_  
Description of Print if not Right Thumb

\_\_\_\_\_  
Additional Comments

ESTOPPEL STATEMENT RELEASE

Heritage Title Company of McHenry, Inc

File Number

Date:

RE: Payoff

It is understood and agreed by the parties hereto that the payoff balance remitted as shown on the closing statement prepared for the referenced transaction was information supplied to HERITAGE TITLE COMPANY by:

\_\_\_\_\_

HERITAGE TITLE COMPANY OF McHENRY INC is not responsible for any shortfall due to incorrect or incomplete information supplied and in no way shall be held responsible for any miscalculations or misrepresentations as a result of errors made by the party supplying the payoff information;

- 2. In the event of a shortfall, the borrower (refinance) or the seller (purchase) will be totally responsible for immediately making payment of such shortfall and hereby authorizes HERITAGE TITLE COMPANY OF McHENRY INC to stop payment on any proceeds check if proof of said payment cannot be immediately provided;

HERITAGE TITLE COMPANY OF McHENRY INC may withhold additional funds for payoff if, in its sole discretion, it appears necessary to effectuate payment in full. Said additional funds can be in the form of an escrow held to insure full payoff or in additional days interest collected at closing and forwarded to the lender.

THE UNDERSIGNED HEREBY ACKNOWLEDGE RECIEPT OF THIS LETTER AND A COPY OF THE PAYOFF LETTER REFERENCED HEREIN.

X \_\_\_\_\_

\_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_

HERITAGE TITLE COMPANY OF McHENRY INC

\_\_\_\_\_

By:

CLOSING OFFICER.

Wire initiated by: \_\_\_\_\_  
Bank personal: \_\_\_\_\_  
Confirmed by: \_\_\_\_\_  
Date: \_\_\_\_\_

**Heritage Title Company** ~~CZAWYbfm-BW~~  
**1<sup>ST</sup>/EQUITY LINE TRANMITTAL**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Loan No.: \_\_\_\_\_  
Borrower(s): \_\_\_\_\_  
Property Address: \_\_\_\_\_

ATTN: PAYOFF DEPARTMENT

HTC File No.:

Document No.: \_\_\_\_\_

To Whom It May Concern:

Enclosed is our check in the amount of \$\_\_\_\_\_ to be applied to the above account and recorded document number, if noted. Please include one copy of this letter with your transmittal or reference our file number.

IN THE EVENT THAT THE FUNDS ARE INSUFFICIENT TO SATISFY THE OUTSTANDING INDEBTEDNESS, DO NOT RETURN THIS CHECK. WE HEREBY DIRECT YOU TO DEPOSIT THE CHECK IMMEDIATELY AND APPLY THE MONIES AS A PARTIAL PAYMENT AGAINST THE UNPAID BALANCE. YOU ARE FURTHER DIRECTED TO APPLY ANY OUTSTANDING IMPOUNDS TO ANY REMAINING PAYOFF SHORTAGE. If the payoff is insufficient, you are to IMMEDIATELY notify Heritage Title Company with the amount left due and owing at 815-479-8400 and ask for the Funding Department.

**Please forward any and all cancelled documents, including RELEASE DEED, to the address below:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: FAILURE OF ANY LENDER TO ISSUE A RELEASE DEED, WITHIN ONE MONTH OF RECEIVING PAYMENT IN FULL, TO ITS BORROWERS, HEIRS, ASSIGNS OR LEGAL REPRESENTATIVES SHALL RENDER SAID LENDER LIABLE FOR THE SUM OF \$200.00 WHICH MAY BE RECOVERED BY THE PARTY AGRIEVED IN A CIVIL ACTION TOGETHER WITH REASONABLE ATTORNEY FEES CHAPTER 765, ILLINOIS COMPILED STATUTE 905/4 (FORMERLY CHAPTER 95, PARAGRAPH 54, SECTION 4, ILLINOIS REVISED STATUTE).

**PLEASE CLOSE ACCOUNT**

Your prompt attention to this matter is appreciated.

X \_\_\_\_\_

Sincerely,

X \_\_\_\_\_

HERITAGE TITLE COMPANY ~~C: A W 9 B F M - B 7~~

# HERITAGE TITLE COMPANY

4405 Three Oaks Road  
Crystal Lake, Illinois 60014  
Telephone (815) 479-8400 Fax (815) 479-0811

Date:

FILE:

Heritage Title Company will not be responsible for recording any release deeds for the above file.

Per the sellers payoff cover sheet, we will direct the payoff company to forward the release deed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is the responsibility of the above person to have the release document, recorded with the county recorders office.

X \_\_\_\_\_

X \_\_\_\_\_

Below is a list of county recorder addresses for your convenience.

Cook County Recorder  
118 N. Clark  
Chicago, IL 60602

Lake County Recorder  
18 N. County Street  
Waukegan, IL 60085

Dupage County Recorder  
421 N. County Farm Rd.  
Wheaton, IL 60187

McHenry County Recorder  
2200 N. Seminary  
Woodstock, IL 60098

Kane County Recorder  
719 Batavia Ave.  
Geneva, IL 60134

Will County Recorder  
14 W. Jefferson  
Joliet, IL 60432

**Heritage Title Insurance Company**

SELLER'S OR EXCHANGER'S CERTIFICATION FOR NO INFORMATION REPORTING TO INTERNAL REVENUE SERVICE ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "yes" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller or to the Service will be required for that seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make this certification.

Part I. Seller Information

- 1. Name:
- 2. Address or legal description (including city, state and ZIP code) of residence being sold or exchanged:
- 3. Taxpayer Identification Number (TIN): \_\_\_\_\_

Part II. Seller Assurance

Check "yes" (true) or "no" (false) for assurances (1) through (5), and "yes" (true), "no" (false), or "N/A" (not applicable) for assurance (6).

Yes No

(1) I owned and used the residence as my principal residence for periods aggregating two (2) years or more during the 5-year period ending on the date of the sale or exchange of the residence.

(2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.

(3) I (or my spouse or former spouse, if I was married at any time during the period beginning after May 6, 1997, and ending today) have not used any portion of the residence for business or rental purposes after May 6, 1997.

(4) At least one of the following three statements applies:

The sale or exchange is of the entire residence for \$250,000 or less.  
OR

I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less.  
OR

I am married, the sale or exchange is of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence.

(5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.

Yes No N/A

(6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 (five) years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all of the above information is true as of the end of the day of the sale or exchange.

Date: \_\_\_\_\_

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

*Heritage Title Company of McHenry, Inc.  
4405 Three Oaks Road  
Crystal Lake, IL 60014*

**1099 SOLICITATION**

**CASE NO.**

You are required by law to provide **Commonwealth Title Insurance Company and/or First American Title Insurance Company** with your correct taxpayer identification number (e.g. social security number). If you do not provide **Commonwealth Title Insurance Company and/or First American Title Insurance Company** with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Please provide your name, mailing address, tax identification number and other requested information in the spaces provided below.

**NAME AND ADDRESS**

**FORWARDING ADDRESS**

---

**TAX IDENTIFICATION NUMBER:** \_\_\_\_\_

**CERTIFICATION**

Under penalties of perjury, I certify that the number shown on this statement is my correct tax identification number.

\_\_\_\_\_  
SIGNATURE

DATE:

PERSONAL UNDERTAKING GAP

WHEREAS, the Commonwealth Land Title Insurance Company, First American Title Insurance Company, and/or Heritage Title of McHenry, Inc, hereinafter referred to as "the Company" is about to issue its title insurance policy or policies or commitments thereof, all hereinafter referred to as "the Title Insurance Policy", No. \_\_\_\_\_, in respect to the land therein described;

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy certain defects, liens, encumbrances, adverse claims, or other matters, all hereinafter referred to as "Exceptions to Title", and described as follow:

All rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason of the consequence thereof or growing out thereof subsequent to 07/08/11.

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter in the ordinary course of its business issue title insurance policy or policies or commitments therefore in the forms, now or then commonly used by the Company in respect to the land or to some part or parts thereof, or interest therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments," either free and clear of all mention of the aforesaid exceptions to Title or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of Ten dollars (\$10.00) to the undersigned, the sufficiency and receipt of which is hereby acknowledged, the undersigned, jointly and severally, for themselves, heirs, personal representatives and assigns do hereby covenant and agree with the Company: (1) to forever fully protect, defend and save the Company harmless from and against all the Exceptions to Title, in and from any and all loss, costs, damages, attorney's fees, and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exceptions to Title, 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 be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions to title or any of them; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceeding based on any Exceptions to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against, or in respect to the land or any part thereof, or interest therein, (3) to pay, discharge, satisfy or remove all Exceptions to Title on or before "45 days from the Date of Recording of the Insured Instruments"; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this agreement, that the liability of the undersigned hereunder shall cease and determine at such time as the Company shall have completed all of its various title searches covering "The Date of Recording of the Insured Instruments" required for the issuance of the above policy; provided, however, that (1) no rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason or in consequence thereof or growing out thereof are disclosed by the said various title searches and examination thereof; (2) there is then pending no suit, action, or proceedings, either direct or collateral, to assert, establish, or enforce the said mentioned rights, interests, liens, claims, encumbrances, or defects in title, or any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof, (3) that no judgment, order or decree rendered in any such proceeding remains unsatisfied; and (4) that the undersigned is not in default in the performance of any of the terms, covenants and conditions hereof.

Dated

Seller/Owner/Lessor/Mortgagor/Lessee

X \_\_\_\_\_

X \_\_\_\_\_

This Disclosure is made to: \_\_\_\_\_ Seller/Owner \_\_\_\_\_ Buyer

Seller(s): \_\_\_\_\_ and \_\_\_\_\_

Buyer(s): \_\_\_\_\_ and \_\_\_\_\_

Regarding the Property located at:

**HERITAGE TITLE COMPANY** in connection with the property described above, the undersigned has recommended, or is about to recommend, the above named Title Insurance Company to the above named parties to provide Title Insurance and/or escrow services.

The undersigned producer has a financial interest in the above named company/business, or is an associate of the party or entity which has said financial interest 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, which may be paid by the parties to whom this disclosure is made, are/were disclosed herein. If there are additional parties who choose to utilize services from the above named company/business, there may be additional charges for those services.

\*Owner's Title Policy:: \$\_\_\_.00

\*Mortgage Title Policy: \$\_\_\_.00

Escrow or Closing Fee: \$\_\_\_.00

Other Fees:

Total Estimated Charges:

These estimated figures include all charges/services such as title search. Title examination, title insurance premiums, and final issuance of Policy(ies). These estimates may be revised if any unusual circumstances occur, unusual risks are "insured over", and/or lenders require special endorsements which extends their coverage.

You are not required to use **HERITAGE TITLE COMPANY** as a condition for, settlement of your loan on, or purchase, sale, or refinance of, the subject property. There is 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

Signature of Producer: \_\_\_\_\_ Date: \_\_\_\_\_

*ACKNOWLEDGEMENT*

We have read this disclosure and understand that \_\_\_\_\_ (referring party) is referring me/us to purchase the above described settlement services from **HERITAGE TITLE COMPANY** and may receive a financial or other benefit as a result of this referral.

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

Date:

Date:

(NOTE: PURSUANT TO SECTION I S. (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)

# HERITAGE TITLE COMPANY

4405 Three Oaks Road  
Crystal Lake, Illinois 60014  
Telephone (815) 479-8400 Fax (815) 479-0811

## COMPLIANCE AGREEMENT

Re: Order Number

In consideration of Heritage Title Company (hereinafter "Company") closing the transaction under the above order number, the undersigned sellers and/or buyers/borrowers agree, -upon request of the Company, to fully cooperate with the Company to correct any document associated with the closing. They further agree that, subsequent to closing, they will execute such documents, or take such action as the Company may reasonably deem necessary to properly document the transaction.

The undersigned further agree that in the event that an error in charges, costs or payoff amounts is made, that they will, upon request, immediately remit such sums for which they had initial responsibility for payment as may be necessary to correct such errors. Nothing herein contained shall be construed to impose liability of the parties for charges incurred as a result of the failure of the Company to timely remit payments or take actions which the Company has agreed in writing to perform.

The undersigned further authorize the Company to correct any clerical errors on their behalf in order to properly complete the title conveyance and/or provide the lender with insurable documentation.

The parties agree to comply with any such requests outlined above, and agrees, that in the event that they fail to comply with the request, they will pay, in addition to any amounts owed above, the reasonable costs of the Company in enforcing this agreement, including reasonable attorney's fees and costs of litigation.

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

# HERITAGE TITLE COMPANY

4405 Three Oaks Road  
Crystal Lake, Illinois 60014  
Telephone (815) 479-8400 Fax (815) 479-0811

## ESCROW DISBURSEMENT AGREEMENT

TO: Heritage Title Company  
Commitment Number:

Borrowers: \_\_\_\_\_ and \_\_\_\_\_

Property Address: \_\_\_\_\_

1. The undersigned seller(s) and buyer(s) hereby direct you to make disbursements for the above captioned transaction pursuant to the attached H.U.D. 1 Settlement Statement.
2. The undersigned buyer(s) direct(s) you to make such disbursements only when you are in the position to issue your ALTA Owner's Policy of Title Insurance insuring fee simple title of the buyer(s) subject only to the following:
  - A. Schedule B exception(s) number(s): \_\_\_\_\_
  - B. The mortgage (if any) made by the buyer(s) as part of this transaction.
  - C. The lien of taxes for the year \_\_\_\_ ( installment only) and subsequent years.
3. The seller(s) and buyer(s) herein acknowledge that Heritage Title Company represents them as a disbursing agent only, and not a substitute for qualified legal counsel.
4. The buyer(s) agree to pay \$\_\_\_\_.00 as a closing fee for services rendered.

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

DATE:

\_\_\_\_\_

CLOSING OFFICER-HERITAGE TITLE COMPANY

**HERITAGE TITLE COMPANY**  
4405 Three Oaks Road  
Crystal Lake, Illinois 60014  
Telephone (815) 479-8400 Fax (815) 479-0811

**ALTA OWNER'S POLICY STATEMENT**

**Commitment:**

The following statements are made only with respect to matters resulting from the acts and/or omissions of the undersigned, its agents, successors and/or assigns.

The undersigned hereby certifies with respect to the land described in the above-referenced commitment:

1. That to the best knowledge and belief of the undersigned:
  - a. no contracts have been entered into in the past six (6) months for the furnishing of any labor, services or material to the land or the improvements thereon, that have been given or are outstanding and that have not been fully performed or paid;
  - b. there are no goods or chattels that have attached or are to become attached to the land or any improvements thereon as fixtures that are subject to any lease or security agreement;
  - c. there are no unrecorded leases, contracts to purchase or options to purchase;
  - d. there are no unrecorded tax liens or assessments;
  - e. there are no unrecorded easement or other servitudes to which the land or improvements thereon are subject; and/or
  - f. there are no building/property managers entitled to a lien.

Except as follows: \_\_\_\_\_

(If none, please state.)

2. That all broker fees for the sale, lease and mortgage, if any, have been paid in full except the following:  
\_\_\_\_\_
3. That to the best knowledge and belief of the undersigned there are no violations of any covenants, conditions or restrictions except as follows:  
\_\_\_\_\_
4. That in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above-referenced commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage, the obligation 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 above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgage or mortgagor's heirs, personal representatives or assigns.

The undersigned makes the above statement for the purpose of inducing Heritage Title, as the policy issuing agent for Commonwealth Land Title Insurance Company, to issue its policy or policies pursuant to the above-referenced commitment.

Dated:

**Seller/Owner/Lessor**

**Purchaser/Mortgagor/Lessee**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_



ALTA PRIVACY FORM  
MAY 7, 2001  
First American Title Insurance Company  
and/or Heritage Title Company of McHenry, Inc.  
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First American Title Insurance Company and Heritage Title Company of McHenry, Inc..

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

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to 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 guard your nonpublic personal information.