

RELEASE OF INFORMATION

Heritage Title Co of McHenry, the Settlement Agent requires consent from a proper party to the transaction to provide nonpublic personal information relating to that transaction to Real Estate Broker(s), Lender(s), Mortgage Broker(s), Buyers Attorney(s), Sellers Attorney(s), and the Title Agent(s).

The undersigned hereby authorizes Settlement Agent to provide copies of Buyer/Seller CD and/or Alta in connection with our transaction.

<u>Sellers</u>	<u>Buyers/Borrowers</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Settlement Agent will maintain a copy of this document in electronic format to be provided upon written request.

File:

Sellers:

Buyers/Borrower:

ESTOPPEL STATEMENT RELEASE

Heritage Title Company

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:

1. HERITAGE TITLE COMPANY 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 to stop payment on any proceeds check if proof of said payment cannot be immediately provided;
3. HERITAGE TITLE COMPANY 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

By:

CLOSING OFFICER.

Wire initiated by: _____
Bank personal: _____
Confirmed by: _____
Date: _____

Heritage Title Company
1ST/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

HERITAGE TITLE COMPANY OF MCHENRY, INC.

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.

Signature of Date: _____

(Seller Certification for No IRS 1099-S) Order No. _____

Note: Signature of Spouse is Required on Separate Form

HERITAGE TITLE COMPANY OF MCHENRY, INC.

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

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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.

Signature of

Date: _____

(Seller Certification for No IRS 1099-S) Order No. _____

Note: Signature of Spouse is Required on Separate Form

*Heritage Title Company of McHenry, Inc.
4405 3 Oaks Road
Crystal Lake, IL 60014*

1099 SOLICITATION

ORDER NO.

You are required by law to provide Old Republic National Title Insurance Company with your correct taxpayer identification number (e.g. social security number). If you do not provide Old Republic National 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: _____

GROSS PROCEEDS:

GROSS PROCEEDS ALLOCATED TO TRANSFEROR:

NOTE: THE PHRASE "REAL PROPERTY TAX AMOUNTS REIMBURSED -\$0.00" WILL APPEAR ON THE 1099S

CERTIFICATION

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

SIGNATURE

DATE: _____

WIRE TRANSFER INSTRUCTIONS WITH RELEASE/INDEMNIFICATION

Date: _____ HTC File: _____ Escrow Officer: _____

The undersigned represent(s) and warrant(s) that he/she/they is (are) the sole owner(s) of the funds handled herein and thereby authorize(s) and direct(s) Heritage Title Company of McHenry to wire transfer funds, as indicated below, to the Receiving Bank and Account identified below. The undersigned also represent(s) and warrant(s) that the information provided in this Authorization is timely, complete and accurate.

Net closing proceeds due the undersigned: \$ _____

Other: \$ _____

Total monies to transfer: \$ _____

Receiving bank: _____

City/state: _____

ABA number: _____

Account name: _____

Account number: _____

Notify: _____

Phone: _____

Memo: _____

Other: _____

Provided that the funds are wire transferred in accordance with these Instructions, Heritage Title Company of McHenry, Inc. shall not be liable for any act or omission of any transmitting or receiving financial institution or any other person/entity involved in the process of transmission; nor shall Heritage Title Company of McHenry, Inc. have any liability for loss of funds or resulting interest thereon. In any legally recognized and proved claim that alleges Heritage Title Company of McHenry, Inc. unreasonably delayed the execution of these Instructions, the sole and exclusive remedy for any such alleged loss shall be limited to the interest at a rate equal to Federal Funds rate, adjusted daily, for the number of days that such funds are unavailable. In no event shall damages exceed that calculation.

The undersigned shall not only release, but also indemnify, defend any lawsuit and hold harmless Heritage Title Company of McHenry, its successors or assigns, from any loss, expense and cost (including attorneys' fees) incurred as a result of any mistaken, erroneous and/or incorrect information entered on this Instruction sheet. Heritage Title Company of McHenry has the absolute right to rely solely on the information entered on this one page sheet and cannot be held responsible or liable for any action, failure to act or refusal to act based upon any attempted or asserted oral, text or email additions or modifications of Instructions from any source whatsoever at any time.

In no event shall Heritage Title Company of McHenry be liable to (or through) the undersigned for any special, consequential, indirect or incidental damages, regardless of whether any claim is based on contract and/or tort, or in Equity, and/or whether the likelihood of such damages or loss was known to the parties of this transaction.

Signed

PERSONAL UNDERTAKING GAP

WHEREAS, Old Republic National Title Insurance Company, Fidelity National Title Insurance, Commonwealth Title or First American Title Company, 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 _____. (effective date of commitment)

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 (\$1.00) 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; and (3) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments issued by the Company on said lands.

In witness whereof this agreement is executed this _____ day of _____, 20_____

FOR INDIVIDUALS

FOR CORPORATIONS

By: _____ its _____

Attest: _____, it _____

Address of Indemnitor: _____ _____
Phone: _____

HTC POST CLOSING CONTACT INFORMATION

SELLER

PHONE: _____

SELLER'S ATTORNEY

PHONE: _____

SELLER'S REALTOR

PHONE: _____

BUYER

PHONE: _____

BUYER'S ATTORNEY

PHONE: _____

BUYER'S REALTOR

PHONE: _____

This Disclosure is made to: _____Seller/Owner _____Buyer

Seller(s):

Buyer(s):

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 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 _____

Signature of Producer: _____ Date: _____

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: _____

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

AFFIDAVIT OF IDENTITY

File No: _____

This AFFIDAVIT for the confidential use of Heritage Title Insurance Company will assist in determining whether certain matters of record affect the title under consideration, or whether certain matters of record affect the title under consideration, or whether they relate to other persons whose names are similar to those of the owner or former owners. Please draw a line through alternate statements which do not apply.

STATE OF ILLINOIS)
) SS.
COUNTY OF)

_____ being duly sworn, upon oath states that he/she is the
_____ of the premises described in the application
(Owner, former owner, contract purchaser, etc.) hereinabove referred to for issuance of
Title Insurance Policy or Policies.

1. That affiant is _____ years of age and Social Security No. _____
(a) () has never been married
(b) () the widow of _____
(c) () married to _____ said marriage having taken place in
_____ Year.

2. Affiant herein further states that he/she
(a) Has never been a party to a divorce proceeding or
(b) Was divorced
from _____ in _____ in _____
Year Case# County State
(c) Was divorced
from _____ in _____ in _____
Year Case# County State

3. Has never been known by any other name except:

4. Has never been Bankrupt or filed for bankruptcy except: in Case No. _____ in _____ Year.

AND AFFIANT FURTHER STATES:

5. That there are no unsatisfied or unrelated judgments, decrees or liens of record against affiant, except:

(Include CASE NUMBERS, COURT, PLAINTIFF/DEFENDANT, DATE OF JUDGMENT and AMOUNT)

6. That during the last Eight years, affiant has resided at the following addresses, and none
other: _____
STREET NO. CITY STATE FROM TO

(CONTINUE ON BACK, IF NECESSARY)

7. That during the last eight years, affiant has been employed by the following:

(CONTINUE ON BACK, IF NECESSARY)

8. Further that affiant makes this affidavit for the purpose of inducing Old Republic National Title Insurance Company to issue its Title Insurance Policy or its Binder of Insurance preliminary to the issuance of the above policy free and clear of all judgments, decrees, bankruptcy, divorce and change of name proceedings against persons whose names are the same as affiants or similar thereto.

Affiant: _____

Subscribed and sworn to before me by the said above signed, this _____ day of _____, 20____.

Heritage Title Insurance Company

BY _____

ALTA PRIVACY FORM
MAY 7, 2001
Heritage Title of McHenry Co., 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 Heritage Title of McHenry Co., 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.

WAIVER OF SETTLEMENT AGENT RESPONSIBILITY

Date: _____

File No: _____

Settlement Agent: Heritage Title of McHenry, Inc.

Seller: _____

Purchaser: _____

Property: _____

To: Settlement Agent:

Settlement Agent is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section, acting as the Qualified Substitute or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

PURCHASER(S):

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

AFFIDAVIT AS TO ABSENCE OF HOMEOWNER'S ASSOCIATION

HTC FILE _____

THE undersigned, after first being duly sworn and under oath, does hereby states as follows:

1. That he/she is an owner of the property commonly known as, _____, which property is the subject of a Closing through Heritage Title Company on the date noted below.
2. That he/she is not aware of the existence of any dues or assessments payable, affecting the property.
3. That the undersigned hereby states that he/she will forever indemnify and hold harmless Heritage Title Company, its employees, agents, underwriters, successors and/or assigns, loss of any rights or interest in the property pursuant to the existence of any and all homeowner's association dues and/or assessments.

X _____

X _____

STATE of Illinois

_____ County ss:

I, notary public in and for said county and state do hereby

Certify _____ and _____ personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth..

Given under my hand and Official seal, this _____

Notary Public

HERITAGE TITLE COMPANY

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

AFFIDAVIT OF NO NEW IMPROVEMENTS

Commitment: _____

The undersigned, being first duly sworn, deposes and says: that I/We, being the owner(s) of record described in the above-numbered commitment for title insurance, 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 _____. (Date last improvements were made or date of purchase whichever is applicable).

Affiant further states that the survey made by _____ dated _____ is a correct and complete representation of all improvements now located on the premises described in the above-referenced title commitment.

This affidavit is given to as an inducement to accept said survey and to Heritage Title, as the policy issuing agent for _____ Title Insurance Company, as an inducement to issue extended coverage on the loan policy of title insurance over questions of survey and encroachments not shown of record.

Dated: _____

Signature _____

Signature _____

Subscribed and sworn to before me by the said signed
this _____ day of _____, 20__

Notary Public

1099-S REPORTING

REFUSAL TO PROVIDE TAXPAYER IDENTIFICATION NUMBER

ESCROW NO: _____

SELLER: _____

BUYER: _____

PROPERTY: _____

The Seller has been made aware by Settlement Agent that pursuant to the Internal Revenue Code, the person responsible for the closing of any transaction consisting in whole or in part of the sale or exchange for money, indebtedness, property or services, of any present or future owners interest in real property, must file Form 1099-S-Proceeds from Real Estate Transactions.

The seller herein has refused to provide a tax identification number (TIN) to Settlement Agent. Therefore, the seller has been notified Settlement Agent will file the required 1099-S and will show in the box requiring the TIN, the following:

“Recipient refused to provide a taxpayer identification number.”

A separate form should be provided to each taxpayer who has refused to provide his/her/its taxpayer identification number .

Notice provided by: _____ of Heritage Title Co. of McHenry

Date:

Retain for 4 Years