



JUN 28 1982

HOTEL BAKER  
100 WEST MAIN STREET ST. CHARLES ILLINOIS 60174 PHONE 312-584-2100

June 23, 1982

Michael Creekmore  
Program Manager  
Grants Management Section  
ILLINOIS DEPARTMENT OF CONSERVATION  
524 South Second Street  
Springfield, Illinois 62706

RE: #17-10884

Dear Mr. Creekmore:

Enclosed please find the covenant agreement, notarized and recorded in the Office of the Recorder of Deeds of Kane County.

If you have any further questions, feel free to call me at the above telephone number.

Very truly yours,

HOTEL BAKER

Billie J. Vege  
General Manager

BJV/as  
Encl.

1608430

1982 JUN 10 PM 1:30

*Eleanor E. Jungels*

RECORDER OF DEEDS

AGREEMENT  
BETWEEN  
ILLINOIS DEPARTMENT OF CONSERVATION  
AND  
LUTHERAN SOCIAL SERVICES OF ILLINOIS

THIS AGREEMENT, made and entered into this 9th day of June, 1982 by and between the Illinois Department of Conservation, hereinafter called the Department; and the Lutheran Social Services of Illinois, hereinafter called Lutheran Services;

WHEREAS, the Department has transferred, awarded and paid to the Lutheran Services an Historic Preservation Fund annual project grant in the amount of Twenty-five Thousand Dollars (\$ 25,000.00) which sum was granted to the Department by the United States Department of the Interior, National Park Service for preservation of Hotel Baker, in St. Charles, Kane County, Illinois, under the provisions of the National Historic Preservation Act of 1966 (PL 89-665) as amended;

WHEREAS, this grant is used exclusively for the purpose and scope of work relating to the historic preservation of Hotel Baker, as specified in the application from the Department to the National Park Service, as amended from time to time by the Department and the Lutheran Services;

WHEREAS, the historic preservation work accomplished under this grant is in accordance with the "Secretary of the Interior's Standards for Historic Preservation Projects" as evidenced in plans, specifications, detailed descriptions or other materials submitted to the Department and to the National Park Service, and in accordance with recommendations and standards set forth;

WHEREAS, the award to the Lutheran Services does not preclude the Lutheran Services or subsequent owners of Hotel Baker from applying for, and being considered without prejudice for federal funds as may be necessary to preserve fully Hotel Baker, provided that subsequent project undertakings shall in no way duplicate work accomplished under this award;

NOW THEREFORE, in consideration of the mutual advantages resulting from the respective obligations assumed under this AGREEMENT:

Lutheran Services Agrees:

1. To maintain financial and administrative records pertaining to this grant award for at least three (3) years following the completion of all project work conducted under this grant, or until all claims and audit findings involving the project have been resolved;
2. To comply with the requirements of the Department and the National Park Service to assume the cost of continued maintenance and repair of the property so as to preserve the architectural, historical, or archaeological integrity of the property for the specified period of time in order to protect and enhance those qualities that made the property eligible for listing on the National Register of Historic Places.

The Department Agrees:

1. To report to the National Park Service when any part of this agreement and its Covenants as it relates to the federal administration of the grant, are not satisfied so that appropriate legal action may be taken;
2. To make periodic inspections of the site and facilities;

3. To recommend normal and routine preventive care of those areas and facilities of Hotel Baker affected by this historic preservation grant; and the Department may proceed to enforce this provision through appropriate legal action.

THIS AGREEMENT SHALL BE EFFECTIVE for a period of Five (5) years from the date of project completion, May 15, 1982 through May 14, 1987, and shall be recorded in the Office of the Recorder of Deeds of Kane County, Illinois against the land whose legal description is as follows:

Lot 6 in Block 1 of Millington's Second Addition to St. Charles and that part of the Southwest quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of West Main Street 24 feet Easterly of the Southeasterly corner of Block 1 of Millington's Second Addition to St. Charles; thence Northerly parallel with the Easterly line of said Block 1, 112 feet; thence Westerly parallel with the Northerly line of West Main Street 24 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block, 40 feet to the Northeasterly corner of said block; thence Westerly along the North line of said block, 55 feet; thence Northerly parallel with the Easterly line of Second Street North and 55 feet normally distant therefrom 245 feet; thence Easterly parallel with the Northerly line of West Main Street 52 feet more or less to the Westerly bank of the Fox River; thence Southerly and Southeasterly along said Westerly bank to a point on the Northerly line of West Main Street 145 feet Easterly from the point of beginning; thence Westerly along said Northerly line 145 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois.

ACCORDINGLY, the parties have executed this agreement on the day and year first written above.

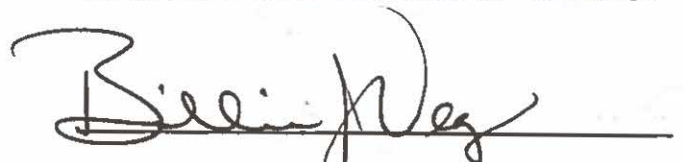
ILLINOIS DEPARTMENT OF CONSERVATION

  
David Kenney

Witness:

  
Notary Public Seal

LUTHERAN SOCIAL SERVICES OF ILLINOIS

  
Wege

Witness:

  
Notary Public Seal

This instrument prepared by  
Name IL Dept. Conservation  
Address 524 S. 2nd  
Springfield, IL 62706

QUIT CLAIM DEED

The Grantors, DELLORA A. NORRIS and LESTER J. NORRIS, her husband, of the city of St. Charles, County of Kane, State of Illinois, for the consideration of Ten and no/100 (\$10.00) Dollars, CONVEY and QUIT CLAIM to LUTHERAN WELFARE SERVICES OF ILLINOIS, a not-for-profit corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal office in the city of Chicago, County of Cook and State of Illinois, and whose address is 4840 West Byron Street, Chicago, Illinois, 60641, all interest in the following described Real Estate situated in the County of Kane and State of Illinois, to wit:

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Lot 6 in Block 1 of Millington's Second Addition to St. Charles and that part of the Southwest quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of West Main Street 24 feet Easterly of the Southeasterly corner of Block 1 of Millington's Second Addition to St. Charles; thence Northerly parallel with the Easterly line of said Block 1, 112 feet; thence Westerly parallel with the Northerly line of West Main Street 24 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block, 40 feet to the Northeasterly corner of said block; thence Westerly along the North line of said block, 55 feet; thence Northerly parallel with the Easterly line of Second Street North and 55 feet normally distant therefrom 245 feet; thence Easterly parallel with the Northerly line of West Main Street 52 feet more or less to the Westerly bank of the Fox River; thence Southerly and Southeasterly along said Westerly bank to a point on the Northerly line of West Main Street 145 feet Easterly from the point of beginning; thence Westerly along said Northerly line 145 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois.

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hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

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This conveyance is made and accepted subject to the reservation of a perpetual easement and right-of-way over, across and upon the following described property:

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The Westerly 72 feet of Lot 6 in Block 1 of Millington's Second Addition to St. Charles and that part of the Southwest quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northwesternly corner of Block 1 of Millington's Second Addition to St. Charles; thence Easterly along the Northerly line of said block, 55 feet for a point of beginning; thence Northerly parallel with the Easterly line of Second Street North 245 feet; thence Easterly parallel with the Northerly line of said Block 1, 17 feet; thence Southerly parallel with the Easterly line of said Second Street North, 245 feet to the Northerly line of Block 1 aforesaid; thence Westerly along said Northerly line 17 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois,

for ingress and egress at all times from Second Street North to the following described property (hereinafter referred to as "Parcel 1"):

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That part of the Southwest quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southwesterly corner of Block 1 of Millington's Second Addition to St. Charles; thence Northerly along the Westerly line of said Block, 152 feet to the Northwesternly corner of said block for a point of beginning; thence Northerly along the Easterly line of Second Street North, 438 feet to the extended Southerly line of State Street; thence Easterly along said Southerly line extended, 62 feet more or less to the Westerly bank of the Fox River; thence Southerly

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along said Westerly bank to a line drawn parallel with the Northerly line of West Main Street and 397 feet normally distant Northerly therefrom; thence Westerly along said parallel line 52 feet more or less to a line drawn parallel with the Easterly line of Second Street North and 55 feet normally distant Easterly therefrom; thence Southerly along said parallel line 245 feet to the Northerly line of Block 1 of Millington's Second Addition aforesaid; thence Westerly along said Northerly line 55 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois,

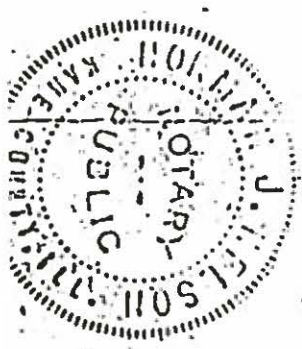
with or without vehicles of any description, for the benefit of the owner of said Parcel 1 aforesaid, her heirs, successors and assigns. The easement and right-of-way herein reserved shall be appurtenant to the property described as Parcel 1 aforesaid.

DATED this 24th day of December, 1969.

Dellora A. Norris  
Dellora A. Norris

Lester J. Norris  
Lester J. Norris

State of Illinois, County of Kane ss., I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DELLORA A. NORRIS and LESTER J. NORRIS, her husband, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



Given under my hand and official seal, this 24th day of December 1969  
Commission expires Nov. 20 1973  
Norman P. Peterson  
Notary Public

STATE OF ILLINOIS } 1155728  
KANE COUNTY } SS. NO. \_\_\_\_\_  
FILED FOR RECORD }

DEC 24 1969 - 9 45 AM

Archie E. Morrison  
CLERK OF COURT

AMERICAN LAND TITLE ASSOCIATION  
SINGLE FORM POLICY-1970 (Amended 10-17-70)

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
- 2. Any defect in or lien or encumbrance on such title;
- 3. Lack of a right of access to and from the land; or
- 4. Unmarketability of such title;

and in addition, if a mortgage is referred to in Schedule A as the insured mortgage, by reason of:

- 5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
  - (a) usury, or
  - (b) any consumer credit protection or truth in lending law.
- 6. The priority of any lien or encumbrance over the lien of the insured mortgage;
- 7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
- 8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

*Alvin W. Long*  
President.

Issued by:  
KANE COUNTY OFFICE  
113 South Third Street  
Geneva, Illinois 60134

**OWNERS  
POLICY**



ATTEST:

*Chester C. McCallough*

Secretary.

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

The following matters expressly excluded from the coverage of Policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy. The provisions of this sub paragraph (e) shall not apply if this policy is issued to the owner of the indebtedness secured by the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. (a) Continuation of Insurance after Acquisition of Title

If a mortgage is referred to in Schedule A as the insured mortgage, this policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage; provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

### (b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

CONDITIONS AND STIPULATIONS (Continued on page below Inserts)

## SCHEDULE A

Number	Date of Policy	Amount of Insurance
151508	April 10, 1972	\$240,000.00

## 1. Name of Insured.

LUTHERAN WELFARE SERVICES OF ILLINOIS, A NOT-FOR-PROFIT CORPORATION OF THE STATE OF ILLINOIS

## 2. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

## 3. The estate or interest referred to herein is at Date of Policy vested in the Insured.

## 4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

REFER TO SCHEDULE B

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

## 5. The land referred to in this policy is described as follows:

Lot 6 in Block 1 of Millington's Second Addition to St. Charles, and that part of the Southwest quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of West Main Street 24 feet Easterly of the Southeasterly corner of Block 1 of Millington's Second Addition to St. Charles; thence Northerly parallel with the Easterly line of said Block 1, 112 feet; thence Westerly parallel with the Northerly line of West Main Street 24 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block, 40 feet to the Northeasterly corner of said Block; thence Westerly along the North line of said Block, 55 feet; thence Northerly parallel with the Easterly line of Second Street North and 55 feet normally distant therefrom 245 feet; thence Easterly parallel with the Northerly line of West Main Street 52 feet more or less to the Westerly bank of the Fox



151508

*(Schedule A continued)*

River; thence Southerly and Southeasterly along said Westerly bank to a point on the Northerly line of West Main Street 145 feet Easterly from the point of beginning; thence Westerly along said Northerly line 145 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois.

151508

## SCHEDULE B

This policy does not insure against loss or damage by reason of the following exceptions:

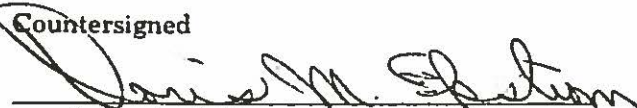
**General Exceptions:**

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

**Special Exceptions: The mortgage, if any, referred to in Schedule A.**

1. Mortgage and Security Agreement dated May 24, 1971 and recorded May 27, 1971 as Document No. 1191918 made by Lutheran Welfare Services of Illinois, an Illinois not-for-profit corporation, to Harris Trust and Savings Bank, for \$240,000.00.
2. Mortgage and Security Agreement dated May 24, 1971 and recorded June 18, 1971 as Document 1194343 made by Lutheran Welfare Services of Illinois, an Illinois not-for-profit corporation to Harris Trust and Savings Bank, for \$240,000.00.
3. Rights of Owners of property along the mill race on the West side of the Fox River and running over the premises in question or any part thereof to the free and unobstructed flow of water, drawn from said Fox River, through the said race.
4. NOTE: Our policy does not cover any part of premises in question, if any, which falls East of the West margin of the Fox River as existing upon January 1, 1853.
5. Reservation in favor of Anna C. Colson, Harold E. Colson, Winifred Colson, Lloyd D. Colson, Robert J. Colson and Henrietta P. Colson, his wife, their heirs and assigns, of a perpetual easement and right of way over the alley located on Lot 6 in Block 1 aforesaid, for drive-way purposes, as set forth in the Quit Claim Deed from Anna C. Colson, et al, to Edward J. Baker, dated October 30, 1936 and recorded November 9, 1936 as Document No. 402494, conveying said premises.
6. Perpetual non-exclusive easement for driveway purposes, in favor of Anna C. Colson, her heirs, devisees and assigns, as granted by Edward J. Baker and Harriet R. Baker, his wife, by Quit Claim Deed dated October 30, 1936 and recorded November 23, 1936 as Document No. 402975, over that part of premises in question described by beginning on the East line of Lot 5 in Block 1 of Millington's Second Addition to St. Charles, at a point 112 feet North of Main Street; thence Easterly, parallel with Main Street 24 feet; thence Northerly, parallel to the East line of said Lot 5 if continued Northerly in the same direction, 28 feet and 3 inches; thence Northwesterly, on a curved line,

Countersigned

  
Authorized Signatory

151508

## (Schedule B continued)

to the Northeast corner of Lot 6 in Block 1; thence Southerly, to the point of beginning.

7. Encroachment of a brick building appurtenant to premises adjoining the Southerly 112 feet of premises in question to the West, over and upon that portion of premises in question lying North of a line 112 feet North of the North line of Main Street, 17/100ths of a foot, as shown on a plat of survey made by James G. Donahue, dated October 2, 1964, and as agreed to by recitals in the Quit Claim Deed from Edward J. Baker and Harriet R. Baker, his wife, to Anna C. Colson, dated October 30, 1936 and recorded November 23, 1936 as Document No. 402975.
8. "Reservation" of an "easement and right of way" in the deed dated December 24, 1969 and recorded December 24, 1969 as Document No. 1155728 convey the premises in question from the Norris' to Lutheran Welfare Services of Illinois as follows: The Westerly 72 feet of Lot 6 in Block 1 of Millington's Second Addition to St. Charles and that part of the Southwest quarter of Section 27, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northwesterly corner of Block 1 of Millington's Second Addition to St. Charles; thence Easterly along the Northerly line of said block, 55 feet for a point of beginning; thence Northerly parallel with the Easterly line of Second Street North 245 feet; thence Easterly parallel with the Northerly line of said Block 1, 17 feet; thence Southerly parallel with the Easterly line of said Second Street North, 245 feet to the Northerly line of Block 1 aforesaid; thence Westerly along said Northerly line 17 feet to the point of beginning for the benefit of property Westerly and Northerly of the premises in question.
9. Possible party walls to the West and adjoining.
10. Taxes for the years 1971 and 1972.

ENDORSEMENT

Attached to and forming a part of  
OWNER'S POLICY No. 151508

Issued by  
CHICAGO TITLE INSURANCE COMPANY

POLICY MODIFICATION ENDORSEMENT 3

In consideration of the issuance of this policy at the request of the insured for an amount less than the market value of the land described in Schedule A, the insured accepts this policy upon the condition that in the event any loss or damage occurs to the insured by reason of any defects in the title to the estate or interest in the land not shown in Schedule B, the Company shall be liable only for the proportion of the loss or damage which the amount of the policy bears to the market value of the land at the time of any such loss or damage; and upon the further condition that in the event the Company is called upon under the policy to provide for the defense of the insured in any litigation affecting the title to the estate or interest in the land, the insured agrees to pay the same proportion of the cost for the defense, including court costs and attorneys' fees, as the market value of the land less the face amount of the policy bears to the market value of the land and to indemnify the Company therefor before it undertakes to provide such defense.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

DATED: April 10, 1972

CHICAGO TITLE INSURANCE COMPANY

*Janis M. Skelton*  
Authorized Signatory



*Alvin W. Long*  
President.

ATTEST:

*Chester C. McCallough*  
Secretary.

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

## CONDITIONS AND STIPULATIONS (Continued)

### 3. Defense and Prosecution of Actions—Notice of Claim to be Given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder

by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

### 6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or
- (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

### 7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. Reduction of Liability

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed,

CONDITIONS AND STIPULATIONS (Continued on Reverse Side)

## CONDITIONS AND STIPULATIONS (Continued)

in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof, and then only as to payments under any policy insuring any mortgage thereafter executed by such insured and which is a charge or lien on the estate or interest described in Schedule A.

### 10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto. The provisions of this paragraph shall not apply if this policy is issued to the owner of the indebtedness secured by the insured mortgage.

### 11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify

the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

American Land Title Association  
Single Form Policy-1970  
(Amended 10-17-70)

POLICY  
OF  
TITLE  
INSURANCE



KANE COUNTY OFFICE  
113 South Third Street  
Geneva, Illinois 60134

CHICAGO  
TITLE INSURANCE  
COMPANY  
111 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60602