

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG<sup>®</sup> COMMITMENT FORM – SCHEDULE A

Commitment No.: 110212006633

State issued: IL

File Name: AB vs Janda, Konrad

1. Effective Date: October 03, 2011 at 8:00 am

2. Policy or policies to be issued:

Owner's Policy: 2006 ALTA Owner Policy                      Amount: \$760,000.00

Proposed Insured: Associated Bank National Association

Loan Policy: 2006 ALTA Loan Policy                      Amount:

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is a Fee Simple (if other, specify same) and title thereto is at the effective date hereof vested in:

Konrad Janda, married to Marzena Waczynska, as to an undivided 75% interest, Zbigniew Wadzynski, married to Izabela Szestowicka as to an undivided 15% interest, Wojciech Janda as to an undivided 10% interest.

4. The land referred to in the Commitment is described as follows:

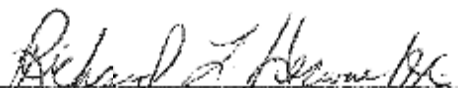
Lot 23 in Block 1 in Lincolnshire, Unit No. 1 being a Subdivision of part of Northeast 1/4 of Section 23, Township 43 North, Range 11, East of the Third Principal Meridian according to the Plat thereof recorded August 5, 1955 as Document 876500, in Book 53 of Plats, Page 43 in Lake County, Illinois.

Permanent Index Number: 15-23-211-002

Note: For informational purposes only, the land is commonly known as:  
50 Cambridge Lane, Lincolnshire, IL 60069

Central Illinois Title Company  
145 S. Water Street  
Decatur, IL 62523  
(217) 422-1719

2120  
Member No.

  
Signature of Member or Authorized Signatory

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 110212006633

Effective Date: October 03, 2011 at 8:00 am

State Issued: IL

File Name: AB vs Jarda, Konrac

**SECTION I  
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

**Standard Exceptions**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. 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; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

**Special Exceptions**

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Effective Date hereof, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any loan policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
  - a. 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;
  - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Payment of the full consideration to, or for the account of, the grantors or mortgagors for the estate or interest to be insured.
4. Recordation or registration of duly executed and delivered instruments sufficient to create the estate or interest to be insured.

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5. Taxes for the year 2010 and thereafter:

First installment 2010 taxes in the amount of \$11,916.35 has not been paid and was due 6-6-11.  
Second installment 2010 taxes in the amount of \$11,916.35 has not been paid and was due 9-6-11.  
Taxes for the year 2011 are not yet due or payable.

Permanent Index No. 15-23-211-002

NOTE: The 1st and 2nd installments of the 2010 Taxes are delinquent and subject to penalties and/or sale.

6. Mortgage dated February 18, 2010, and recorded April 16, 2010, as Document No. 6594519, made by Konrad Janda married to Marzena Wadzynska to Associated Bank National Association, to secure an indebtedness in the principal amount of \$760,000.00 with interest as therein specified and subject to covenants, agreements and conditions as therein contained.
7. Revolving Credit Mortgage dated July 27, 2007, and recorded August 10, 2007, as Document No. 6225742, made by Konrad Janda, single, to Washington Mutual Bank, a federal association, to secure an indebtedness in the principal amount of \$250,000.00, with interest therein specified and subject to covenants, agreements and conditions as therein contained.

NOTE: Subordination of Mortgage dated February 18, 2010 and recorded April 16, 2010, as Document No. 6591520, subordinating this mortgage to the mortgage shown above as Document No. 6594520.

8. Easement in favor of the Illinois Bell Telephone Company and the Commonwealth Edison Company, and its/their respective successor and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right to access to said equipment, and the provisions relating thereto contained in the Plat recorded/ filed as Document No. 876500, affecting the rear 10 feet of the land.
9. Easement for utilities over the rear 10 feet of said lot as shown on Plat of said Subdivision.
10. Building line 30 feet back from the street line of said lot as shown on Plat of said Subdivision.
11. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons), contained in the Document recorded August 5, 1955 as Document No. 876501 which does not contain a reversionary or forfeiture clause.
12. Subject to Building Setback Lines, Easements, Covenants and/or Restrictions of Record, if any.
13. Our policy when issued will be subject to any right or potential right of a creditor, trustee or debtor in possession in bankruptcy to avoid a transfer of title by sheriff's deed or otherwise pursuant to Title 11 U.S.C. (Bankruptcy) or any creditors' rights law or state insolvency law.

*End of Schedule B*

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In order that we may insure title after completion of any proceeding brought to foreclose the lien of the mortgage/trust deed noted at Schedule B No. 6 and recorded as Document No. 6594519, we note the following and this commitment is subject:

1. Our policy when issued will be subject to direct attack upon the judgments and orders entered in the proceeding.
2. Our policy when issued will be subject to any right or asserted right of a creditor, trustee or debtor in possession in bankruptcy to avoid a transfer of title by sheriff's deed or otherwise pursuant to Title 11 U.S.C. (Bankruptcy) or any creditors' rights law or state insolvency law.
3. Upon the filing of the complaint, a proper Notice of Foreclosure (Lis Pendens) under Section 15-1503 of the Code of Civil Procedure must be recorded in the Recorder's Office of Lake County, Illinois.
4. The following persons are necessary parties to any such proceeding:
  - (1) (Mortgagor or successor in interest), the record owner, as a party defendant.
  - (2) (Mortgagee or successor in interest), as party plaintiff.
5. The following persons must be made parties defendant to the foreclosure if it is desired that their interest be barred by the proceeding:
  1. All parties acquiring rights in the premises subsequent to the date of this commitment and prior to a complete Notice of Foreclosure (Lis Pendens).
  2. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim interest in the premises.
  3. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
  4. Second mortgagees, judgments, lienors, etc.), by reason of exception # 7.

If it is known that any of the parties listed herein are deceased, their heirs or devisees should be made parties by name, if known; and if unknown, by the name and description of "UNKNOWN HEIRS OR DEVISEES OF" such deceased person or persons. If it is not known or cannot be ascertained whether any of said necessary

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-parties by name, and such persons as would be their heirs or devisees should also be made parties to the proceeding as "UNKNOWN OWNERS". In this connection we direct your attention to Section 2-413 of the Code of Civil Procedure.

NOTE: In the event that there are any persons who are necessary parties to the contemplated proceeding, but the names of such person are unknown and unascertained, then, and in that event only, such persons should be made parties under the description of "UNKNOWN OWNERS", unless the contrary is herein indicated.

NOTE: The proceeding will not affect the standard exceptions nor the exceptions noted in Schedule B at Nos. 8-12; and our policy when issued will be subject to such exceptions unless satisfactory disposition thereof is otherwise made.

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**NECESSARY PARTIES**

- Konrad Janda
- Marzena Wadzynska, possible homestead interest
- Zbigniew Wadzynski
- Izabela Szestowicka, possible homestead interest
- Wojciech Janda
- JPMorgan Chase Bank, National Association, successor in interest by purchase from the Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank
- Associated Bank National Association, as party Plaintiff