## ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)

Date: Commitment No.:

With respect to the land described in the above Commitment the Signatories herein, make the following statements to induce Chicago Title Insurance Company or its Agents to issue the subject title policy or policies, now or in the future.

## STATEMENT OF SELLER(S) AND PURCHASER(S)

The Seller(s) and Purchaser(s) certify:

- No contracts for the furnishing of any labor or material or rental fees for construction equipment to the land or the improvements thereon have been let that have not been fully performed and satisfied;
- 2) No labor or materials or rental fees for construction equipment have been furnished within the previous six months that has not been paid in full;
- 3) No security agreements or leases in respect to any goods or chattels that have or will become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
- 4) There are no unrecorded leases to which the land may be subject to that are for more than a three-year term or contain an option to purchase, right of renewal, right of first refusal or other unusual provisions;
- 5) There are no unrecorded contracts, deeds, mortgages, lines of credit, leases or options affecting the subject property;
- 6) No special assessments affect the land and no notice has been received of any proposed special assessments or common expense assessments;
- 7) No homeowners association affects the land;
- The only occupants of the subject property are the Seller(s) or Purchaser(s);
- 9) No proceedings in bankruptcy or receivership or other action in any state or federal court affecting the property are pending.

The above certifications are true except for: \_\_\_

STATEMENT OF MORTGAGOR(S) The Mortgagor(s), if any, certifies that the mortgage and the principal obligations it secures are good, valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited. This certification is made to enable the holder or holders, from time to time, of the mortgage, and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the Purchaser(s) or Pledges thereof against any defenses thereto by the Mortgagor or the Mortgagor's heirs, personal representative or assigns. Individuals/Beneficiaries of Trust or Seller(s): Individuals/Beneficiaries of Trust or Purchaser(s): Corporations Corporations IN WITNESS WHEREOF. IN WITNESS WHEREOF. has caused these presents to be signed by its President and has caused these presents to be signed by its President and attested to by its Secretary under its corporate seal on the attested to by its Secretary under its corporate seal on the above above date. President President Secretary Secretary LENDER'S DISBURSEMENT STATEMENT The undersigned hereby certifies that the proceeds of the loan secured by the mortgage insured under the loan policy to be issued

pursuant to the above Commitment were fully disbursed to or on the order of the Mortgagor on \_\_\_\_\_\_. To the best knowledge and belief of the undersigned, the proceeds are not to be used to finance future improvements or repairs on the land.

LENDER:	Dated:	

Signature:

## ALTA 2006 EXTENDED COVERAGE AFFIDAVIT OF NO NEW IMPROVEMENTS (ILLINOIS FORM)

Date: Commitment No.:

This affidavit is given to Chicago Title Insurance Company or authorized Agent as an inducement to issue extended coverage on the proposed Owner's and/or Loan Policies over questions of survey, encroachments, and easements not shown of record. The undersigned owners or record, sellers, or mortgagors, being duly sworn on oath, states as follows:

- 1) There have been no new improvements made to the property covered by the commitment since the survey of said property attached hereto;
- 2) I/We have not entered into any unrecorded agreements granting utility or other easements over, across, or under the land to any public or quasi-public utility or to any other person;
- 3) I/We have not received any notice of unrecorded utility or other easements over, across, or under the land;
- 4) I/We have not received any notice or obtained any knowledge of the exercise or attempted exercise of unrecorded utility rights or other unrecorded easement rights by any public or quasi-public utility or by any other person over, across, or under the land;
- 5) AND, I/We certify that the improvements (house, garage, outbuildings, fences, etc.) on the subject property are within the boundary, easement and set back lines, if any, of said property, and that there are no encroachments (house, garage, outbuildings, fence, walkways, driveways, eaves, drains, etc.) of improvements on adjoining property onto our property and there are no outstanding issues by adjoining property owners against us, nor by us against any adjoining property owner, as to the location of boundary lines or disputes as to occupancy of any portions of our property or their property. (Use space below to explain any disputes. Attach extra sheets if necessary).

Individuals/Beneficiaries of Trust or Seller(s):	Individuals/Beneficiaries of Trust or Purchaser(s):	
Corporations	Corporations	
IN WITNESS WHEREOF,has caused these presents to be signed by its President and attested to by its Secretary under its corporate seal on the above date.	IN WITNESS WHEREOF, has caused these presents to be signed by its President an attested to by its Secretary under its corporate seal on the above date.	
President	President	
Secretary	Secretary	
I. the undersigned, a Notary Public DO HEREBY CERTIFY THAT	the above personally known to me to be the same person(s) whose me this day in person acknowledged that he/she/they has/hav	