

## EXCLUSIVE RIGHT TO SELL AGREEMENT

To: POLLARD REALTY (hereinafter referred to as Broker),  
Of 318 East Main Street, Fairfield, IL 62837

In consideration of the following agreements and of your efforts to procure a qualified Buyer for the property and improvements thereon described below, I (we), the undersigned, hereinafter referred to as Seller, appoint you, hereinafter referred to as Broker, as my (our) sales agent with the exclusive right to sell said property, commonly known as:

Address: 38 Park Ln City: Fairfield County: Wayne State: IL  
Price: \$265,000 or such lesser amount as Seller agrees in writing to accept.

**Legal Description:**

Lot 10 Keith Parkview Addition

Lot Dimensions Approximately: \_\_\_\_\_

Possession will be granted at closing unless otherwise agreed in writing by Buyer and Seller.

All of the fixtures, systems, and personal property included in this contract are owned by Seller and to Seller's knowledge are in operating condition at the time of possession, except: \_\_\_\_\_

Items ~~NOT~~ included: Kitchen appliances

A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

**SELLER OBLIGATIONS:** Seller agrees to provide a copy of a current survey, by a licensed surveyor, showing the location of buildings or other improvements to be within lot lines and showing no encroachments of improvements from adjoining property, only if agreed upon by Seller and Buyer.

Seller agrees to furnish Broker/Attorney without delay after the beginning date of this agreement, a copy of the owner's title guaranty policy to be converted to a title policy covering said property. Seller agrees to furnish, at Seller's expense, a commitment for title insurance in the amount of the sale price as evidence of merchantable title; to execute or cause to be executed an appropriate deed to the Buyers of the property and all necessary legal documents. All taxes, assessments, rent, utilities, interest, insurance, and other like items are to be prorated to date of deed or of possession, if possession is delivered at a date different from delivery of deed. Note: regarding most recent taxes: Homestead Exemption (does/does not) apply. Limited exemption (does/does not) apply.

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Seller, as owner, certifies that Seller has not added to nor disposed of any part of the property nor gained any easements in favor of or against the property not disclosed in the title guaranty policy, except as stated herein.

Seller has no knowledge of any zoning or building code violations; any assessments or special taxes for improvements, either of record or in process pending, applicable to the property listed herein unless otherwise specifically stated herein:

None and should Seller, in the future, receive any notice thereof, Seller agrees to notify the Broker immediately, unless otherwise specifically stated herein. Seller agrees to give Buyer a reasonable number of days to obtain financing after acceptance of a written offer.

Seller shall indemnify, save and hold Broker harmless from all claims, disputes, litigations, judgments, and/or costs, whether or not frivolous, arising from any misrepresentations made by the Seller, any incorrect information supplied by the Seller or form any material fact concerning the property which the Seller fails to disclose.

Seller shall remove all debris from premises by date of possession.

Seller shall provide a termite inspection report.

The Seller and Broker understand that it is illegal to refuse to display or sell to any person because of one's membership in protected class, e.g. race, color, religion, national original, sex, ancestry, age, marital status, physical or mental handicap, familial status, military discharge status, or any other class protected by Article 3 of the Illinois Human Rights Act.

**BROKERS RESPONSIBILITY:**

Broker shall make an earnest, diligent and continuous effort to sell the property to a qualified BUYER and to advertise as BROKER deems advisable; to photograph; to display a "For Sale:" sign; and, in the event of a sale to display a "Sold" sign on the property for a reasonable period of time. Broker is authorized to promote the property through any electronic medium and/or on any Internet webpage to which the Broker may subscribe. Broker is authorized to utilize other Brokers in carrying out Broker's obligations hereunder. Broker is also authorized to disseminate information about the property to real estate Brokers representing potential Buyers (hereinafter "Buyer agents"). Seller agrees that any payment by Broker to a Buyer's Agent or another Broker shall not create any agency relationship between the Buyer's Agent and the Broker or Seller.

Broker shall not be responsible for the maintenance of the property listed, unless by separate written agreement, nor for vandalism, theft or damage of any nature affecting the subject property.

**REPRESENTATION OF OTHER CLIENTS:**

Seller understands and agrees that Broker may from time to time represent or assist other Sellers who may be interested in selling property to Buyers with whom

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Broker has an Exclusive Buyer Agency Contract or with whom Broker is working as a customer. The Seller consents to Broker's representation of such other Sellers before, during and after the expiration of this Exclusive Right to Sell agreement and expressly waives any claims, including, but not limited to, breach of fiduciary duty or breach of contract, based solely upon Broker's or Agent's representation or assistance of other Sellers who may be interested in selling property to Buyers with whom Broker has an Exclusive Buyer Agency Contract or with whom Broker is working as a customer. Seller further understands and agrees that Broker may, from time to time, represent potential Buyers who may wish to acquire the property. Broker is authorized to disseminate information about the property to Broker's Buyer clients. If one of the Broker's Buyer clients wish to negotiate to purchase the property, Seller agrees that it will become necessary for Broker to act as a Disclosed Dual Agent; however, Broker will not act as a Disclosed Dual Agent unless Seller and the potential buyer have been given full and complete disclosure about Broker's role as a Disclosed Dual Agent and both parties separately consent in writing to Broker's status as a Disclosed Dual Agent.

**TERM AND COMPENSATION:**

This Exclusive Right to Sell Agreement is for a period from the 12<sup>th</sup> day of June, 2023, to the 1<sup>st</sup> day of Dec, 2023. All inquiries made to the Seller will be immediately referred to the listing Broker and if any sale or exchange is made by Broker, by the Seller, or by anyone else during the Exclusive period or if sold or exchanged within 120 days after termination of this agreement (unless listed with another licensed real estate broker during this additional period, in which event no commission shall be due) to any Buyer to whom it was offered or shown during the term of this agreement. Seller agrees to pay listing Broker a real estate commission of 6%~~5~~ of the full selling price, including encumbrances, if sale is consummated, and/or if Broker performs in accordance with the terms of this agreement and produces a ready, willing and able Buyer who has executed a contract to purchase, as outlined in this agreement. Seller shall pay Broker the Broker's Commission at the earliest of the time of closing or at the time an exchange is executed or an option is exercised, or at the time of execution of an Articles of Agreement for Deed, or at the time of Seller's Default, if any. Broker will offer Buyer's agent compensation in the amount up to 50%, and to pay compensation to such Brokers, unless otherwise agreed. In the event of default by Seller, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to receive reasonable attorney's fees and costs from the losing party as ordered by a Court of competent jurisdiction.

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**EARNEST MONEY DEPOSIT:**

Broker is hereby authorized to accept a deposit as earnest money to be applied on the purchase price from any Buyer(s) to be held in trust by Broker as Escrow Agent for the mutual benefit of the parties concerned. I (we) acknowledge receipt of a copy of this agreement. In consideration of Broker accepting the listing, the undersigned does hereby waive, release and discharge Broker, Pollard Realty, from any and all liability, claims, or demands which may result from the placing of a house key within a key box for use by other Brokers in showing the property. No amendments or alterations in the terms hereof



or withdrawal of this listing shall be valid or binding unless made in writing and signed by the parties hereto.

DocuSigned by: **ACCEPTED:** 6/7/2023  
*[Signature]*  
686426838CE011E Seller Date  
Seller Date 6/7/23  
Designated Managing Broker Date 6/7/23  
Listing Broker Date

Broker's phone number: 618-599-1403  
Seller's phone Number: 618-919-0801