1	WAYNE	JUNTY	PROF	ERTY T	AX	STAT	NT		
	-			ayable in				ment #: 29622	
YVETTE ANDERSON WAYNE COUNTY COLLECTO	٦	Property Inc Property Ov	lex Numbe		-50-040	0	Alternat R	e PIN: 1906155	5008
301 E MAIN ST., STE 201 FAIRFIELD, IL 62837 Phone: 618-842-5087		Property Ac	ldress: -	TOWNSHIP				Code: ot Acres:	0.00 0.00
Township: 2S								0.00	
JONES C HAZEL EN	HRISTOPHER	er.				RINARD'S ADDITI 2015-2771 JTWD			
505 W WA FAIRFIELI	TER ST D, IL 62837-1638					BOR Equalizat Land/Lot: Building: Farmland:	ion Factors: 1.00000 1.00000 1.00000	<u>Assessed</u> Land/Lot: Building: Farmland: Farm Building:	Valuation 1,367 0 0 0
Payment Info						Farm Building:	1.00000	Mineral:	0
Make Checks Payable To: WAYI Mail To: 301 E MAIN ST., STE 2				ualization Fac		1.00000 \$4,101	Total Assd Val		1,367
	Tau Diatei	at Decaledary		h Value (Non-F	-arm):	34,101	<ul> <li>Home Impro</li> <li>Disabled Vet</li> </ul>		0
Taxing Districts	Prior Ye	ct Breakdow	n	Current Y	ear(20	23)	Adjusted AV:	ioruno.	1,367
	Rate	Tax	Rate	Тах	<u>%</u>	Pension		ization Factor:	1.00000
ENTY AMB SERV 1 FAIRFIELD CORP FAIRFIELD DIST 112 FAIRFIELD HS 225 FAIRFIELD LIBRARY FAIRFIELD PARK SROVER TOWNSHIP IL EASTERN JC 529 WAYNE COUNTY	0.18982 1.81478 2.84409 2.25864 0.13056 0.97970 0.68513 0.43018 0.79754	2.42 23.17 36.32 28.84 1.67 12.51 8.75 5.49 10.18	$\begin{array}{c} 0.17988\\ 1.79603\\ 2.73504\\ 2.14331\\ 0.12265\\ 0.95281\\ 0.66077\\ 0.41159\\ 0.54295 \end{array}$	2.46 24.55 37.39 29.30 1.68 13.02 9.03 5.63 7.42	1.88 18.82 28.65 22.45 9.95 6.92 4.33 5.71	2 19.45 5 6.65 5 2.00 8 0.00 8 1.00 2 0.22 1 0.17	- Returning Ve	estead: rsons: terans (Standard): eterans: ster Homestead: eeze: rg. Freeze:	1,367 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1,367 9.54503 130.48
Grand Total	s: 10.13044	129.38	9.54503	130.48	100.0		+ Drainage Dis	strict Fees:	0.00
For a license plate discount and / or a mass Funding was discontinued for the propert You may be eligible for various	transit benefit for persons v http://www.state.il. y tax relief grant on July 1, 1-888-20	with disabilities and se us/aging/bap/default.h 2012. For help applyin 06-1327 (TTY).	eniors, complete ntm ng, contact the	the Benefit Access Senior Helpline at 1	Application	n online at	Final Tax Amo First 10/06/2023	unt Due: 130 Installment Due Date	.48 Second 11/09/2023
	ter 4 December, 2023. NSI						65.24	Amount Due	65.24
Bank Check Money O	rder Box	Cash Mai	il	Bar	nk (	Check Money	Order B	ox Cash	Mail
Tax Year: 2022 Property Inde	x #: 21-50-040-0	009		Tax Year: 2	2022	Property In	dex #: 21-5	0-040-009	
	B WITH PAYMENT mount Due: 6	5.24		Due Date:	11/0	<u>RETURN S1</u> )9/2023	Amount Du	and the second	
Date Paid: A	mount Paid:			Date Paid:		0	Amount Pa	id:	
If Paying Past the Due Date:           On or After 10/07/2023         66.22           On or After 11/07/2023         67.20           On or After 12/07/2023         68.18           On or After 01/07/2024         Contact Treat		First Install	ment	If Paying Pas On or After 1 On or After 1	t the Du 1/10/202	66.22	easurer's Office	Second I	nstallment 2
Owner: JONE00192 JONES CH County: WAYNE COUNTY						92 JONES OUNTY			
Statement #: 29622				Statemen	t #: 2	9622	Total Ta	x: 130.48	

۷	VAYNE	OUNTY	PROP	ERTY	TAX S	STAT ME	NT			
	1	2022 T	axes P	ayable in	n 2023	3	State	ment #: 22206		
YVETTE ANDERSON Property Index N					1-50-040-		Alternat	e PIN: 1906155	009	
WAYNE COUNTY COLLECTOR			Property Owner: JONE00192 JONES CHRISTOPHER							
301 E MAIN ST., STE 201		Township: Property Ac		TOWNSHIP 05 W WATER	ST		Taxing Code: 09002 Mailing Code:			
FAIRFIELD, IL 62837 Phone: 618-842-5087		Froperty Ac		AIRFIELD, IL		638	Land/Lo		0.00	
		Property CI		0 - Residential			Farmlan	d Acres:	0.00	
		Township:	2S	Section: 0	06	Range: 8E	Total Ac	res:	0.00	
Mail To: JONE00192				Legal Descrip		LOT 53 RINARD'S 2015-2771 JTWD				
JONES CHRI				2010 2771 01110	1 10					
HAZEL EMILY										
					ſ	BOR Equalizat	ion Factors:	Assessed	Valuation	
505 W WATE						Land/Lot:	1.00000	Land/Lot:	2,736	
FAIRFIELD, II	62837-1638					Building:	1.00000	Building: Farmland:	9,306 0	
						Farmland:	1.00000	Farm Building:	0	
Payment Informa						Farm Building:	1.00000	Mineral:	0	
Make Checks Payable To: WAYNE C Mail To: 301 E MAIN ST., STE 201,			IDOR Ed	ualization Fac	ctor:	1.00000		axable Bill Calcula		
			Fair Cas	h Value (Non-	Farm):	\$36,126	Total Assd Val - Home Impro		12,042	
	Tax Diet	rict Breakdow					- Disabled Vet		0	
Taxing Districts	Prior Y			Current \	(ear(20)	23)	Adjusted AV:		12,042	
Taning Protitoto	Rate	Tax	Rate	Tax	<u>%</u>	Pension	X IDOR Equal	ization Factor:	1.00000	
CNTY AMB SERV 1	0.18982	9.95	0.17988	10.87	1.88		Equalized AV: - General Hon	astaad:	12,042 6,000	
FAIRFIELD CORP FAIRFIELD DIST 112	1.81478 2.84409	95.13 149.09	1.79603 2.73504	108.52 165.25	18.82 28.65		- Senior Home		0,000	
FAIRFIELD HS 225 FAIRFIELD LIBRARY	2.25864 0.13056	118.40 6.84	2.14331 0.12265	129.50 7.41	22.45		- SCAFHE:		0	
FAIRFIELD PARK	0.97970	51.36	0.95281	57.57	9.98	4.42	- Disabled Per		0	
GROVER TOWNSHIP IL EASTERN JC 529	0.68513 0.43018	35.91 22.55	0.66077 0.41159	39.92 24.87	6.92 4.31	0.74		erans (Standard):	0	
WAYNE COUNTY	0.79754	41.81	0.54295	32.81	5.71	12.25	<ul> <li>Returning Ve</li> <li>Natural Disa</li> </ul>	ster Homestead:	0	
							- Historical Fr	eeze:	0	
						1	- Frat. / Vet. O	rg. Freeze:	0	
							Taxable Value:		6,042	
							X Tax Rate:		9.54503	
							Tax Amount:		576.72	
Grand Totals:	10.13044	531.04	9.54503	576.72	100.0		+ Drainage Dis	trict Fees:	0.00	
For a license plate discount and / or a mass trans				e the Benefit Acces	s Application	n online at	Final Tax Amo	unt Due: 576	.72	
Funding was discontinued for the property tax	relief grant on July 1			Senior Helpline at 1-800-254-8966 or			First	Installment	Second	
You may be eligible for various exem	ptions. Please conta						10/06/2023	Due Date	11/09/2023	
No Personal Checks after 4	December, 2023. N	SF Checks will void pay	yment and incu	r a charge of \$25.0	0.		288.36	Amount Due	288.36	
Bank Check Money Orde	r Box	Cash Ma	il I	Ra	ink C	Check Money	Order B	ox Cash	Mail	
Tax Year: 2022 Property Index #:	· · · ·		<u>.  </u>		2022	Property In		0-040-011		
RETURN STUB V	ITH PAYMEN	T				RETURN ST		MENT		
Due Date: 10/06/2023 Amo	unt Due:	288.36		Due Date:	11/0	9/2023	Amount Du	e: 288.36		
Date Paid: Amo	unt Paid:			Date Paid	:		Amount Pa	id:		
If Paying Past the Due Date:		_		If Paying Pa						
On or After 10/07/2023 292.69 On or After 11/07/2023 297.01		First Install	lment 1	On or After					nstallment	
On or After 11/07/2023 297.01 On or After 12/07/2023 301.34		1		On of Alter	12/10/202	S Contact In	easurer's Office	2	2	
On or After 01/07/2024 Contact Treasure	er's Office									
Owner: JONE00192 JONES CHRI	STOPHER			Owner: J	ONE001	92 JONES	CHRISTOPHE	2		
County: WAYNE COUNTY				County: V	VAYNE C					
Statement # 22206				Dist		2206	TetelT	F70 70		
Statement #: 22206				Statemer	nt #: 2	2206	Total Tax	<b>K:</b> 576.72	1	

# DISCLOSRE AND CONSENT TO DUAL AGENCY (DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOU ARE CONSENTING TO DUAL AGENCY REPRESENTATION.

The Undersigned ("Licensee") may undertake a dual representation (represent bot the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

# WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

- 1. Treat all clients honestly.
- 2. Provide information about the property to the buyer or tenant.
- 3. Disclose all latent material defects in the property that are known to the Licensee.
- 4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
- 5. Explain real estate terms
- 6. Help the buyer or tenant to arrange for the property inspections.
- 7. Explain closing costs and procedures.
   8. Help the buyer compare financing alternatives
   9. Provide information about comparable properties that have sold so both clients
  - may make educated decisions on what price to accept or offer.

# WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

- 1. Confidential information that Licensee may know about a client, without that client's permission.
- 2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord
- 3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
- 4. A recommended or suggested price or terms the buyer or tenant should offer.
- 5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant4) should that become necessary.

DocuSigned	by:	DocuSigned by:
SELLER: 959A4C5775	20497	SELLER Ship for
DATE:		DATE:
BUYER:		BUYER:
DATE:		DATE:
	0 ,0	
LICENSEE:	unda due	Key
DATE:	9/18/23	

DocuSign Envelope ID: F1375938-4AB8-4612-9487-3B672287AAEB

# DISCLOSURE O' NFORMATION AND ACKNOWI GEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

# Seller's Disclosure (initial) (All Sellers should initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
  - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
    - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
  - (b) Records and Reports available to the seller (check one below):
    - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Purchaser's Acknowledgement (initial) (All Purchasers should initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
  - (e) Purchaser has (check one below):
    - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
    - □ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

# Agent's Acknowledgement (initial) (Seller's Designated Agent)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have

959A4C57752D487	9/18/2023 Date	Seller 30C1D519CEC47C	9/18/2023 Date
Purchaser And Augh	Date	Purchaser	Date
ocation of Property 505 1. C	later St.	City fairfield	State Zip Code 62037

Keep a fully executed copy of this document for three (3) years from the date hereof. This Disclosure From should be attached to the Real Estate Sale Contract.





# DISCLOSURE OF INFORMATION ON RADON HAZARDS (For Residential Real Property Sales or Purchases)

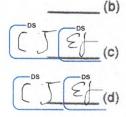
#### **Radon Warning Statement**

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

## Seller's Disclosure (initial each of the following which applies)

- \_\_\_\_\_(a)
- Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).



- Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
  - Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
  - Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
- (f)
  - (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

Agent has informed the seller of the seller's obligations under Illinois law.

#### **Certification of Accuracy**

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller	9/18/2023
Seller WW WY	9/18/2023 Date
S30C1D519CEC47C Purchaser	Date
Agent Anda Micka	Date 9/18/23
Agent	Date
Property Address:505 (	e levater St.
City, State, Zip Code:	Geld IR 62837

# RESIDENTIAL \_\_\_\_\_AL PROPERTY DISCLOSURE RL\_ JRT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER: THEREFORE, THE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address:	505 W. Water St.	
City, State, Zip:	Fairfield IR 62837	*
Seller's Name:	Christopher + Emily Jones	

This report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of 91823. The disclosures herein shall not be deemed

warranties of any kind by the seller or any person representing any party in this transaction.

in this form, "aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The selier discloses the following information with the knowledge that, even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that, to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

		YES	NO	N/A
A.	. Selier has occupied the property within the last 12 months. (If "no," please identify capacity or explain relationship to property.)	Ø		
2	. I currently have flood insurance on the property.		Ø	
3	. I am aware of flooding or recurring leakage problems in the crawlspace or basement	X	IJ	D
	. I am aware that the property is located in a flood plain	'n	X	-
	. i am aware of material defects in the basement or foundation (including cracks and buiges).		X	
8	. I am aware of leaks or material defects in the roof, ceilings, or chimney.		N	
7	. I am aware of material defects in the walls, windows, doors, or floors		X	
8	. I am aware of material defects in the electrical system.		R	
09	. I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).		X	
10	. I am aware of material defects in the well or well equipment.			X.
11	. I am aware of unsafe conditions in the drinking water.		X	
	. I am aware of material defects in the heating, air conditioning, or ventilating systems		X	
13.	. I am aware of material defects in the fireplace or wood burning stove.		Π	
14.	i am aware of material defects in the septic, sanitary sewer, or other disposal system		TAL.	A
15.	I am sware of unsafe concentrations of radon on the premises			
16.	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises		X	
17.	i am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes, or lead in the soil on the premises.		X	

FOR USE IN: IL Page 1 of 3

	YES	NO	NA
18. I am aware of mine subsistence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the pramises.	🗖		
19. I am aware of current infestations of termites or other wood boring insects.	D	X	
20. I am aware of a structural defect by previous infestations of termites or other wood boring insects		R	
21. I am aware of underground fuel storage tanks on the property		R	
22. I am aware of boundary or lot line disputes.		×	
23. I have received notice of violation of local, state, or federal laws or regulations relating to this property, violation has not been corrected.		X	
24. I am aware that this property has been used for the manufacture of methamphetamine as defined in Se 10 of the Methamphetamine Control and Community Protection Act.	ction	×	

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property, including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes," please explain here or use additional pages, if necessary: #3-gets wet in SW Corner in heavy rain-runs to Sump fump

is based on the actual no The seller hereby authorit any information in the r ACKNOWLEDGES THA BUYER SEFORE THE S	pages used. Seller certifies the tice or actual knowledge of the tes any person representing any sport to any person in connec T THE SELLER IS REQUIRED IGNING OF THE CONTRACT LEAL PROPERTY DISCLOSUR	seller without any specific invo y principal in this transaction to stion with any actual or antic TO PROVIDE THIS DISCLI AND HAS A CONTINUING O	estigation or inquiry provide a copy of the ipated sale of the OSURE REPORT 1 BLIGATION, PURS	on the part of the seller. Is report, and to disclose property. THE SELLER TO THE PROSPECTIVE WANT TO SECTION 30
		Ship Anr		
-959A4C57752D487	er's Signature	530C1D519CEC47C	Seller's Signature	****
	9/18/2023			9/18/2023
	Data		Dete	
OBTAIN OR NEGOTIATE. T	TO ANY OR ALL MATERIAL DI NY INSPECTIONS OR WARR. HE FACT THAT THE SELLER ES NOT EXIST. THE PROSP OF THE PREMISES PERFORI	ANTIES THAT THE PROSPEC IS NOT AWARE OF A PARTI		SELLER MAY WISH TO
Prospectiv	e Buyer's Signature	f.	rospective Buyer's Signal	1979 1979
Data	Time	Data		Time

#### ILLINOIS REAL DENTIAL REAL PROPERTY DISCLOSURE AN ARTICLE 2 DISCLOSURES - 765 ILCS 77/5 at sag.

Section 5. Definitions. As used in this Act, unless the context otherwise requires the following terms have the meaning given in this Section: "Reidential real property" means real property improved with not less than one nor more than 4 realdential dwelling units; units in regidential cooperatives; or, condominium units, including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured homes as defined in subdivision (53) of Bection 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

"Seller" means every person or entity who:

- is a beneficiary of an Illinois land trust; or (1)
- has an interest, legal or equitable, in residential property as: (2)
  - (i) an owner;
  - (ii) a beneficiary of a trust;
  - a baneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or (銀)
  - (iv) a contract purchaser or tassee of a ground lease.

"Solie" does not include a party to a transfer that is exempt under Section 15. "Prospective buyer" means any parson or entity negotiating or offering to become an owner or iscess of a ground isses of residential real property by means of a transfer for value to which this Act applies. "Contract" means a written agreement by the selfer and prospective buyer that would, subject to the satisfication of any negotiating contingencies, require the prospective buyer to accept a transfer of the realisement property. (705 ILCS 77/5) (Source: P.A. 98-746, all. 7-16-14; 99-78, ell. 7-20-15; 102-785, ell. 5-13-22.)

mment of beneficial interset, lease with an Sec. 19. Except as provided in Section 15, this Act applies to any transfer by asis, exchange, instalment land sale contract, easign option to purchase, ground lease, or assignment of ground lease of residential real property. (765 ILCS 77/10) (Source: P.A. 86-111.)

Sec. 15. Seller Examplions. A seller in any of the following transfers is exampt from this Act, regardless of whether a disclosure report is delivered:

- Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between appuses result from a judgment of dissolution of manings or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by emit domain, and transfers resulting from a decree for specific performance. (1)
- Transfers that a mortgager to a mortgage by deed in leu of preciours or consent judgment, transfer by judicial deed leaved pursuant to a foreclosure sale to the successful bidder or the analysis of a sale, transfer by a collateral assignment of a beneficial interest of a lend trust, or a transfer by a mortgages or a successful bidder or the analysis of sale, transfer by a collateral assignment of a beneficial interest of a lend trust, or a transfer by a mortgages or a successful bidder or the analysis of the mortgages's accurate position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale. Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianahip, conservatorship, or trust. As used in this paragraph, "trust" includes an linois land trust. (2)
- (3)
- (4) Transfers from one co-owner to one or more other co-owners.
- (5)
- Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument. Transfers made to a spouse, or to a person or persons in the lineal line of consenguinity of one or more of the selfs (名)
- Transfers from an antity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all propertive buyers a copy of the disclosure report unlined to the entity by the seller. (7)
- (8) Transfere to or from any governmental entity.
- Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of extering residential real property. (765 ILCS 77/15) (Source: PA. 88-111; 102-765, eff. 5-15-22.) (9)

Sec. 20. Disclosure report regularements. A seller of residential real property shall complete all items in the disclosure report described in Section 35. The seller shall deliver to the prospective buyer the written disclosure report required by this Act before the signing of a contract. (765 LCS 77/20) (Source: P.A. 88-111; 102-765, eff. 5-13-22.)

#### Sec. 25. Liability of seller.

- The seller is not liable for any error, insocursoy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, insocursoy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, insocursoy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (ii) the error, insocursoy, or omission provided by a public agency or by a located engineer, and surveyor, structural past control operator, or by a contractor about matters within the acoust of the orthactor's occupation and the seller had no knowledge of the error, insocursoy, or omission. The seller shall disclose material defects of which the seller has actual knowledge. The seller is not diligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure attainent. (755 ILCS 77/25) (Source: P.A. 90-Sources, et al. 19-50). (2)
- (23)

Sec. 30. Displaceure report supplement. If, prior to closing, any selier becomes swere of an error, insocuracy, or omission in any prior disclosure report or supplement with a written a disclosure, delivered by any method set form in Section 50. (766 ILCS 77/30) (Source: P.A. 90-383, eff. 1-1-96; 91-357, eff. 7-28-66; 102-765, eff. 5-13-22.)

Sec. 55. Disclosure report form. The disclosures required of a seller by this Act shall be made in the following form: [See preceding pages] (765 ILCS 77/35) (Source: P.A. 98-764, all. 1-1-15; 102-765, all. 5-13-22.)

#### Sec. 40. Material delect.

- With a selier discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered "yes," except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the prospective buyer, within 5 business days after receipt of that report, may terminate the contract or other agreement with the return of all earnest money deposits or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the selier.
   If a selier discloses a material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:
   (i) the material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:
   (ii) the material defect measures from an error, inaccuracy, or omission of which the selier had actual knowledge at the time the prior disclosure was completed and signed by the selier. (2) (b)

  - the material defect is not repairable prior to closing; or 御
  - (111) the material detect is repairable prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to apres in writing, to repair the material defect.
- The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination is delivered to at least one of the sellers by any method set forth in Section 50, at the contract information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall smit the remedies available under the contract or Section 55. (765 ILCS 77/40) (Source: P.A. 90-355, eff. 5-13-22.) (3)

Sec. 45, Other law. This Act is not intended to limit remedies or modify any obligation to disclose created by any other statute or their may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction. (765 ILCS 77/45) (Source: P.A. 56-111; 102-765, eff. 5-13-22.) Sec. 50. Delivery of disclosure report. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- (1)
- personal delivery or facalmile, small, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contact or other agreement; (2)
- depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or (3)
- depositing the report with an attemative delivery service such as Federal Express or UPS, delivery charges prepaid, addressed to the prospective buyer or indicated on the contract or other agreement.

For purpose of this Ard callvery to an propositive buyer or indicated on the contract or other agreement. For purposes of this Ard callvery to an propositive buyers is desired early to all processitive buyers. Delivery to an authorized individual acting on baller of a prospective buyer contractive devicery to an propositive buyer of the report early of a attractive buyers. Delivery to an authorized individual acting on baller of a prospective buyer of the anticertative devicery of the report early of the report of the report

And property, the property of the pro-

See, 60. No action for violation of this Act may be commanced later than one year from the earlier of the date of posse instrumant of conveyance of the residential real property. (766 ILCS 7760) (Source: P.A. SP-111.) sion, date of occupancy, or date of recording of an

Sec. 65. A CODY of Sections 5 Swough 65 of Article 2 of this Act, axcluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form. (765 ILCS 77/65) (Source: P.A. 88-111; 102-765, eff. 5-12-22)

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