

WAYNE COUNTY PROPERTY TAX STATEMENT

		2022 Taxes Payable in 2023	Statement #: 18592
YVETTE ANDERSON WAYNE COUNTY COLLECTOR 301 E MAIN ST., STE 201 FAIRFIELD, IL 62837 Phone: 618-842-5087		Property Index Number (PIN): 10-23-024-006	Alternate PIN: 1123300005
		Property Owner: WILL00515 WILLIAMS JOSHUA M	
Mail To: WILL00515		Township: HICKORY HILL TOWNSHIP	Taxing Code: 10002
		Property Address: 1119 COUNTY ROAD 460 E WAYNE CITY, IL 62895-3402	Mailing Code:
WILLIAMS JOSHUA M 2185 COUNTY ROAD 825 N FAIRFIELD, IL 62837-2829		Property Class: 0011 - Farm with Improvements	Land/Lot Acres: 0.94
		Township: 1S Section: 23 Range: 5E	Farmland Acres: 19.06
		Legal Description: N/2 SE SW	Total Acres: 20.00

DOR APPROV FORESTRY MGT PLAN 2-04 1.65A
2018-2533 QCD 10-30-18

BOR Equalization Factors:		Assessed Valuation	
Land/Lot:	1.00000	Land/Lot:	1,433
Building:	1.00000	Building:	10,335
Farmland:	1.00000	Farmland:	2,609
Farm Building:	1.00000	Farm Building:	500
		Mineral:	0

Payment Information		Taxable Bill Calculation	
Make Checks Payable To: WAYNE COUNTY COLLECTOR Mail To: 301 E MAIN ST., STE 201, FAIRFIELD, IL 62837.		IDOR Equalization Factor:	1.00000
		Fair Cash Value (Non-Farm):	\$35,304
		Total Assd Valuation:	14,877
		- Home Improvements:	0
		- Disabled Veterans:	0

Tax District Breakdown								
Taxing Districts	Prior Year		Current Year(2023)					
	Rate	Tax	Rate	Tax	%	Pension		
CITY AMB SERV AR 3	0.11336	3.03	0.10616	3.30	1.60	0.00	Adjusted AV: 14,877	
HICKORY HILL TOWNSHIP	1.10448	29.52	1.01764	31.64	15.30	1.48	X IDOR Equalization Factor: 1.00000	
MULTI-TWP ASSESSOR 1	0.05020	1.34	0.04629	1.44	0.70	0.00	Equalized AV: 14,877	
KEND LAKE JC 521	0.60295	16.12	0.59125	18.38	8.89	0.37	- General Homestead: 6,000	
WAYNE CITY U 100	4.32399	115.58	4.06130	126.27	61.08	7.60	- Senior Homestead: 5,000	
WAYNE COUNTY	0.79754	21.32	0.54295	16.88	8.17	6.30	- SCAFHE: 768	
WAYNE FIRE DIST	0.30251	8.09	0.28350	8.81	4.26	0.22	- Disabled Persons: 0	
Grand Totals:								
							- Disabled Veterans (Standard): 0	
							- Returning Veterans: 0	
							- Natural Disaster Homestead: 0	
							- Historical Freeze: 0	
							- Frat. / Vet. Org. Freeze: 0	
							Taxable Value: 3,109	
							X Tax Rate: 6.64909	
							Tax Amount: 206.72	
							+ Drainage District Fees: 0.00	
							Final Tax Amount Due: 206.72	

For a license plate discount and / or a mass transit benefit for persons with disabilities and seniors, complete the Benefit Access Application online at <http://www.state.il.us/aging/bap/default.htm>

Funding was discontinued for the property tax relief grant on July 1, 2012. For help applying, contact the Senior Helpline at 1-800-254-8966 or 1-888-206-1327 (TTY).

You may be eligible for various exemptions. Please contact the County Assessment Office at 618-842-2582 for information.
No Personal Checks after 4 December, 2023. NSF Checks will void payment and incur a charge of \$25.00.

First	Installment	Second
10/06/2023	Due Date	11/09/2023
103.36	Amount Due	103.36

Bank	Check	Money Order	Box	Cash	Mail	Bank	Check	Money Order	Box	Cash	Mail
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Tax Year: 2022	Property Index #: 10-23-024-006	Tax Year: 2022	Property Index #: 10-23-024-006
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RETURN STUB WITH PAYMENT

Due Date: 10/06/2023	Amount Due: 0.00	Due Date: 11/09/2023	Amount Due: 0.00
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Date Paid: 10/06/2023	Amount Paid: 103.36	Date Paid: 10/06/2023	Amount Paid: 103.36
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If Paying Past the Due Date:		If Paying Past the Due Date:	
On or After 10/07/2023	First Installment <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">1</div>	On or After 11/10/2023	Second Installment <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">2</div>
On or After 11/07/2023		On or After 12/10/2023	
On or After 12/07/2023		Contact Treasurer's Office	
On or After 01/07/2024		Contact Treasurer's Office	
		Contact Treasurer's Office	

Owner: WILL00515 WILLIAMS JOSHUA M
County: WAYNE COUNTY



Owner: WILL00515 WILLIAMS JOSHUA M
County: WAYNE COUNTY



WAYNE COUNTY PROPERTY TAX STATEMENT

2022 Taxes Payable in 2023

Statement #: 15527

YVETTE ANDERSON
WAYNE COUNTY COLLECTOR
301 E MAIN ST., STE 201
FAIRFIELD, IL 62837
Phone: 618-842-5087

Property Index Number (PIN): 10-23-024-004
Property Owner: WILL00515 WILLIAMS JOSHUA M
Township: HICKORY HILL TOWNSHIP
Property Address: -
Property Class: 0021 - Farmland without Improvements
Township: 1S Section: 23 Range: 5E

Alternate PIN: 1123300002
Taxing Code: 10002
Mailing Code:
Land/Lot Acres: 0.00
Farmland Acres: 20.00
Total Acres: 20.00

Mail To: WILL00515

WILLIAMS JOSHUA M

2185 COUNTY ROAD 825 N
FAIRFIELD, IL 62837-2829

Legal Description: N/2 SW SW
DOR APPROV FORESTRY MGT PLAN 2-04 16.45A
2018-2533 QCD 10-30-18

BOR Equalization Factors:		Assessed Valuation	
Land/Lot:	1.00000	Land/Lot:	0
Building:	1.00000	Building:	0
Farmland:	1.00000	Farmland:	1,027
Farm Building:	1.00000	Farm Building:	0
		Mineral:	0

Payment Information

Make Checks Payable To: WAYNE COUNTY COLLECTOR
Mail To: 301 E MAIN ST., STE 201, FAIRFIELD, IL 62837.

IDOR Equalization Factor: 1.00000
Fair Cash Value (Non-Farm): \$0

Taxable Bill Calculation

Total Assd Valuation: 1,027
- Home Improvements: 0
- Disabled Veterans: 0

Tax District Breakdown

Taxing Districts

Prior Year

Current Year(2023)

	Rate	Tax	Rate	Tax	%	Pension
CITY AMB SERV AR 3	0.11336	0.99	0.110616	1.09	1.60	0.00
HICKORY HILL TOWNSHIP	1.10448	9.66	1.01764	10.43	15.30	0.49
MULTI-TWP ASSESSOR 1	0.05020	0.44	0.04629	0.44	0.70	0.00
REND LAKE JC 521	0.60295	5.28	0.59125	6.07	8.89	0.12
WAYNE CITY U 100	4.32399	37.83	4.06130	41.71	61.08	2.51
WAYNE COUNTY	0.79754	6.98	0.54295	5.58	8.17	2.09
WAYNE FIRE DIST	0.30251	2.65	0.28350	2.91	4.26	0.07
Grand Totals:	7.29503	63.84	6.64909	68.30	100.0	

Adjusted AV: 1,027
X IDOR Equalization Factor: 1.00000

Equalized AV: 1,027
- General Homestead: 0
- Senior Homestead: 0
- SCAFHE: 0
- Disabled Persons: 0
- Disabled Veterans (Standard): 0
- Returning Veterans: 0
- Natural Disaster Homestead: 0
- Historical Freeze: 0
- Frat. / Vet. Org. Freeze: 0

Taxable Value: 1,027
X Tax Rate: 6.64909
Tax Amount: 68.30
+ Drainage District Fees: 0.00

Final Tax Amount Due: 68.30

First	Installment	Second
10/06/2023	Due Date	11/09/2023
34.15	Amount Due	34.15

For a license plate discount and / or a mass transit benefit for persons with disabilities and seniors, complete the Benefit Access Application online at <http://www.state.il.us/aging/bap/default.htm>
Funding was discontinued for the property tax relief grant on July 1, 2012. For help applying, contact the Senior Helpline at 1-800-254-8966 or 1-888-206-1327 (TTY).
You may be eligible for various exemptions. Please contact the County Assessment Office at 618-842-2582 for information.
No Personal Checks after 4 December, 2023. NSF Checks will void payment and incur a charge of \$25.00.

Bank	Check	Money Order	Box	Cash	Mail	Bank	Check	Money Order	Box	Cash	Mail
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Tax Year: 2022 Property Index #: 10-23-024-004

Tax Year: 2022 Property Index #: 10-23-024-004

RETURN STUB WITH PAYMENT

RETURN STUB WITH PAYMENT

Due Date: 10/06/2023 Amount Due: 0.00

Due Date: 11/09/2023 Amount Due: 0.00

Date Paid: 10/06/2023 Amount Paid: 34.15

Date Paid: 10/06/2023 Amount Paid: 34.15

If Paying Past the Due Date:
On or After 10/07/2023
On or After 11/07/2023
On or After 12/07/2023
On or After 01/07/2024 Contact Treasurer's Office

First Installment

1

If Paying Past the Due Date:
On or After 11/10/2023
On or After 12/10/2023 Contact Treasurer's Office

Second Installment

2

Owner: WILL00515 WILLIAMS JOSHUA M
County: WAYNE COUNTY

Owner: WILL00515 WILLIAMS JOSHUA M
County: WAYNE COUNTY



Statement #: 15527

Statement #: 15527

Total Tax: 68.30

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 Linda Tucker, ("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.

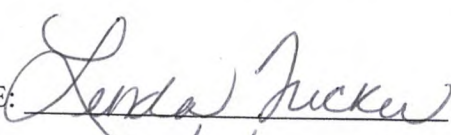
By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

SELLER:  SELLER: _____

DATE: 11-1-2023 DATE: _____

BUYER: _____ BUYER: _____

DATE: _____ DATE: _____

LICENSEE: 

DATE: 11/1/23



DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT 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 provided is true and accurate.

Seller [Signature] Date 11-1-2023 Seller _____ Date _____
 Purchaser _____ Date _____ Purchaser _____ Date _____
 Agent [Signature] Date 11/1/23 Agent _____ Date _____

Location of Property 1119 Co Rd 460E City Wayne City State IL Zip Code 62895

**Keep a fully executed copy of this document for three (3) years from the date hereof.
This Disclosure Form 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).
- _____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- AM (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- AM (d) 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) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- ST (g) 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 [Signature] Date 11-1-2023

Seller _____ Date _____

Purchaser _____ Date _____

Purchaser _____ Date _____

Agent Linda Tucker Date 11/1/23

Agent _____ Date _____

Property Address: 1119 Co Rd 460E

City, State, Zip Code: Wayne City IL 62895

RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

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: 1119 Co Rd 460E
 City, State, Zip: Wayne City IL 62895
 Seller's Name: Joshua M. Williams

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 11/1/23 (Date). 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 seller 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
1. Seller has occupied the property within the last 12 months. (If "no," please identify capacity or explain relationship to property.) <u>Property belonged to seller's father</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. I currently have flood insurance on the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. I am aware of flooding or recurring leakage problems in the crawlspace or basement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. I am aware that the property is located in a flood plain.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. I am aware of material defects in the basement or foundation (including cracks and bulges).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. I am aware of leaks or material defects in the roof, ceilings, or chimney.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. I am aware of material defects in the walls, windows, doors, or floors.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. I am aware of material defects in the electrical system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. 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).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. I am aware of material defects in the well or well equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. I am aware of unsafe conditions in the drinking water.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. I am aware of material defects in the heating, air conditioning, or ventilating systems.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. I am aware of material defects in the fireplace or wood burning stove.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. I am aware of material defects in the septic, sanitary sewer, or other disposal system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. I am aware of unsafe concentrations of radon on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

YES NO N/A

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

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:

#6 in utility room - seller has attempted to repair

Check here if additional pages used. Seller certifies that seller has prepared this report and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report to any person in connection with any actual or anticipated sale of the property. THE SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO CLOSING.


Seller's Signature

Seller's Signature

Date

Date

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT THE PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer's Signature

Prospective Buyer's Signature

Date Time

Date Time

ILLINOIS RESIDENTIAL REAL PROPERTY DISCLOSURE ACT
ARTICLE 2 DISCLOSURES – 765 ILCS 77/5 et seq.

Section 5. Definitions. As used in this Act, unless the context otherwise requires the following terms have the meaning given in this Section:

"Residential real property" means real property improved with not less than one nor more than 4 residential dwelling units; units in residential 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 home as defined in subdivision (53) of Section 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:

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

"Seller" does not include a party to a transfer that is exempt under Section 15. "Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of a ground lease of residential real property by means of a transfer for value to which this Act applies. "Contract" means a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property. (765 ILCS 77/5) (Source: P.A. 98-749, eff. 7-16-14; 99-78, eff. 7-20-15; 102-765, eff. 5-13-22.)

Sec. 10. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale contract, assignment of beneficial interest, lease with an option to purchase, ground lease, or assignment of ground lease of residential real property. (765 ILCS 77/10) (Source: P.A. 88-111.)

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

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance.
- (2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured 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.
- (3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. As used in this paragraph, "trust" includes an Illinois land trust.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers from a decedent pursuant to testamentary disposition, intestate succession, or a transfer on death instrument.
- (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.
- (7) Transfers from an entity 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 prospective buyers a copy of the disclosure report furnished to the entity by the seller.
- (8) Transfers to or from any governmental entity.
- (9) Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of existing residential real property. (765 ILCS 77/15) (Source: P.A. 88-111; 102-765, eff. 5-13-22.)

Sec. 20. Disclosure report requirements. 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 ILCS 77/20) (Source: P.A. 88-111; 102-765, eff. 5-13-22.)

Sec. 25. Liability of seller.

- (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.
- (b) The seller shall disclose material defects of which the seller has actual knowledge.
- (c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement. (765 ILCS 77/25) (Source: P.A. 90-383, eff. 1-1-98.)

Sec. 30. Disclosure report supplement. If, prior to closing, any seller becomes aware of an error, inaccuracy, or omission in any prior disclosure report or supplement after delivery of that disclosure report or supplement to a prospective buyer, that seller shall supplement the prior disclosure report or supplement with a written supplemental disclosure, delivered by any method set forth in Section 50. (765 ILCS 77/30) (Source: P.A. 90-383, eff. 1-1-98; 91-357, eff. 7-29-99; 102-765, eff. 5-13-22.)

Sec. 35. 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. 98-754, eff. 1-1-15; 102-765, eff. 5-13-22.)

Sec. 40. Material defect.

- (a) If a seller 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 seller.
- (b) If a seller 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 results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller;
 - (ii) the material defect is not repairable prior to closing; or
 - (iii) the material defect is repairable prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.
- (c) 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 shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set forth in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55. (765 ILCS 77/40) (Source: P.A. 90-383, eff. 1-1-98; 102-765, eff. 5-13-22.)

Sec. 45. Other law. This Act is not intended to limit remedies or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction. (765 ILCS 77/45) (Source: P.A. 88-111; 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 facsimile, email, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contract 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 alternative delivery service such as Federal Express or UPS, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the report, acknowledged in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner. (765 ILCS 77/50) (Source: P.A. 91-357, eff. 7-29-99; 102-765, eff. 5-13-22.)

Sec. 55. Violations and damages. If the seller fails or refuses to provide the disclosure report prior to the conveyance of the residential real property, the prospective buyer shall have the right to terminate the contract. A seller who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that the seller knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney's fees incurred by the prevailing party. (765 ILCS 77/55) (Source: P.A. 90-383, eff. 1-1-98; 102-765, eff. 5-13-22.)

Sec. 60. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy, or date of recording of an instrument of conveyance of the residential real property. (765 ILCS 77/60) (Source: P.A. 88-111.)

Sec. 65. A copy of Sections 5 through 65 of Article 2 of this Act, excluding 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. 5-13-22.)