## 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)

Seller's Disclo	osure (initiai) (All Seller's should initial)
(a)	Presence of lead-based paint and/or lead-based paint hazards (check one below):
o clim	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):
· APal	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):
Purchasor's A	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
(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 Ackno	owledgement (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	f Accuracy
	petion have reviewed the information of

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 A and a har	Date 2/20/202	4 Seller Marme	un Allytotate 2/20/2024
Purchaser A	Date	Purchaser	Date
Agent Jurda Aucilia	_ Date 3/20/24	Agent	Date
Location of Property 903 Co H	ery 21	_ City Fairfield	State Zip Code

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).
- \_\_\_\_\_ (b)

B / 1300 (c)

- · ADCA (d)
- 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) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

(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 X all all a bull	Date_ 2/20/2024
Seller Alarmane Marbut	Date2/20/2024
Purchaser	Date
Purchaser	Date
Agent Sunda Necky	Date 2/30/24
Agent	Date
Property Address: 903 Co Huy	21
City, State, Zip Code: Fairfield	IL 62837

# **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:	903 Co Huy 21	
City, State, Zip:	fairfield IL 62837	
Seller's Name:	Paul M. + Charmaine C. Darbutt	

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 \_\_\_\_\_\_\_\_\_\_\_. 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.)			<b>D</b>
2.	I currently have flood insurance on the property			6
	I am aware of flooding or recurring leakage problems in the crawlspace or basement			
	I am aware that the property is located in a flood plain			
5.	am aware of material defects in the basement or foundation (including cracks and bulges).			10
6.	I am aware of leaks or material defects in the roof, ceilings, or chimney.		Ø	
7.	am aware of material defects in the walls, windows, doors, or floors			
8.	I am aware of material defects in the electrical system			
9.	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)			
10.	am aware of material defects in the well or well equipment			
11.	I am aware of unsafe conditions in the drinking water.			
12.	I am aware of material defects in the heating, air conditioning, or ventilating systems		T	
13.	am aware of material defects in the fireplace or wood burning stove.			
14.	am aware of material defects in the septic, sanitary sewer, or other disposal system.		4	
15.	I am aware of unsafe concentrations of radon on the premises		$\mathbf{\nabla}$	
16.	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises		D	
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.		U	

FOR USE IN: IL Page 1 of 3

		YES	NO N/	A
	I am aware of mine subsistence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.			]
19.	I am aware of current infestations of termites or other wood boring insects	Ц	W/L	1
	I am aware of a structural defect by previous infestations of termites or other wood boring insects			]
	I am aware of underground fuel storage tanks on the property			]
22.	I am aware of boundary or lot line disputes.			]
	I have received notice of violation of local, state, or federal laws or regulations relating to this property, which violation has not been corrected.			כ
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.			כ

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:

# HID NOT in use

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.

Signature Seller's Signatu 10 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	Prospe	spective Buyer's Signature		
 Date	Time	Date	Time		

FOR USE IN: IL Page 2 of 3

### 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 has an interest, legal or equitable, in residential property as: (2)

    - (i) an owner; (ii) a beneficiary of a trust;
    - (iii) a beneficiary pursuant to testate 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 isage 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, lesse with an option to purchase, ground lesse, or assignment of ground lesse 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: Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a truetee in bankruptcy, transfers by eminent domain, and transfers resulting from a decree for specific performance. (1)
- Transfers from a mortgager 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 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 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 judgment or judgment by a toreclosure sale. (2)
- 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. (3)
- Transfers from one co-owner to one or more other co-owners. (4)
- Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument. (5)
- Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers. (6)
- 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. (7)
- (8) Transfers to or from any governmental entity.
- 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.) (9)

Sec. 20. Disclosure report requirements. A selier of residential real property shall complete all items in the disclosure report described in Section 35. The selier 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.

- 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, about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, 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. (a)
- The selier shall disclose material defects of which the selier has actual knowledge.
- 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.) (c)

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.

(c)

- If a seller discloses a material defact in the Residential Real Property Disclosure Report, including a response to any statement that is answered "yee," 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 deposite or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the seller. (a) (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:
- 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, or to agree 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 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. (756 ILCS 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:

- 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

(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 an prospective buyers. Delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective acknowledged in an agreement for the conveyence of the residential real property, or shown in any other verifiable manner. (785 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 selier 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 selier 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 selier knows to be faile 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. 1-1-86; 102-765, eff. 5-13-22.) Sec. 60. No action for violation of this Act may be commenced later than the court part the performant the part of the selier for an experiment.

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.)

1									
N	<b>IAYNE C</b>	<b>OUNTY</b>	PROP	ERTY T	AX 8	STATEME	NT		
		2022 Ta	axes P	ayable in	2023	3	State	nent #: 6535	
YVETTE ANDERSON WAYNE COUNTY COLLECTOR		Property Index Number (PIN):         09-01-001-002         Alternate PIN:         1901200007           Property Owner:         DARB00002         DARBUTT PAUL M         1901200007							
301 E MAIN ST., STE 201 FAIRFIELD, IL 62837 Phone: 618-842-5087	Township: Property Add	Property Owner:     DARBOUUD2     DARBOT PAOL M       Township:     GROVER TOWNSHIP     Taxing Code:     09010       Property Address:     -     Mailing Code:     Land/Lot Acres:       Property Class:     0011 - Farm with Improvements     Farmland Acres:				0.49 4.51			
Mail To: DARB00002		Township:		Section: 0 Legal Descript	ion:	Range: 8E S1 T2S R8E S 1/2 SE NE NE	Total Ac	res:	5.00
DARBUTT PA DARBUTT CH						2012-0291 WD 11	-11		
						BOR Equalizat	ion Factors:	Assessed	
903 COUNTY FAIRFIELD, IL						Land/Lot: Building: Farmland:	1.00000 1.00000 1.00000	Land/Lot: Building: Farmland: Farm Building:	1,433 34,719 860 0
Payment Informa						Farm Building:	1.00000	Mineral:	0
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				sh Value (Non-	Farm):	\$108,456	- Home Impro	vements:	0
Taylog Districts		ct Breakdow	n	Cumment	(aar/20)	22)	<ul> <li>Disabled Vet</li> <li>Adjusted AV:</li> </ul>	erans:	37,012
Taxing Districts	Prior Ye Rate		Rate	Current Y	<u>%</u>	23) Pension	X IDOR Equal	ization Factor:	1.00000
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FAIRFIELD DIST 112 FAIRFIELD HS 225	2.84409 2.25864	668.30 530.74	2.73504 2.14331	711.44 557.52	39.29 30.79	38.15	- Senior Home		5,000
FAIRFIELD RUR FIRE GROVER TOWNSHIP	0.30593 0.68513	71.89 160.99	0.28774	74.85 171.88	4.13	2. 1	- SCAFHE:		0
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							X Tax Rate:		6.96128
							Tax Amount:		1,810.78
Grand Totals:	7.51133	1.765.02	6.96128	1,810.78	100.0		+ Drainage Dis	trict Fees:	0.00
For a license plate discount and / or a mass trans	it benefit for persons w	.,				1	Final Tax Amo	unt Due: 1,81	0.78
You may be eligible for various exem No Personal checks after 4							First	Installment	Second
							10/06/2023 905.39	Due Date Amount Due	11/09/2023 905.39
							505.55	Amount Due	303.39
Bank Check Money Order		Cash Mail		Ba				ox Cash	Mail
Tax Year: 2022 Property Index #: RETURN STUB W	09-01-001-0			Tax Year:	2022	Property In	dex #: 09-0 TUB WITH PAY	1-001-002	
		.00		Due Date:	11/0	)9/2023	Amount Du		
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On or After 01/07/2024 Contact Treasure	r's Office							/	
									x3
Owner: DARB00002 DARBUTT PAUL M				Owner: DARB00002 DARBUTT PAUL M					
County: WAYNE COUNTY				County: WAYNE COUNTY					
		IN 111NI NIII INNI							
Statement #: 6535				Statemen	nt #: 6	535	Total Tax	<b>c:</b> 1.810.78	