

EXCLUSIVE RIGHT TO SELL CONTRACT

(For Use with Residential Real Estate)

1 In consideration of the services to be performed by Carter Network Realty
2 (Brokerage Company hereinafter referred to as "Brokerage"), and the commissions to be paid by
3 Christina G Butler Revocable Living Trust, ("Seller"), the parties agree that Brokerage shall have the
4 exclusive right to market and sell Seller's property (the "Real Estate") upon the following terms and conditions:
5

6 Property Address: 838 W. Adams St
7

8 Legal Description: Exact legal description to be provided in Escrow
9

10 City: Pittsfield, Illinois Zip Code: 62363
11

12 **1. Brokerage Services:** Illinois law provides that all exclusive brokerage contracts must specify that the sponsoring
13 broker, through one or more sponsored licensees, must provide at a minimum, the following services: (1) accept
14 delivery of and present to the client offers and counter-offers to buy, sell, or lease the client's property or the property
15 the client seeks to purchase or lease; (2) assist the client in developing, communicating, negotiating, and presenting
16 offers, counter offers, and notices that relate to the offers and counteroffers until a lease or purchase contract is signed
17 and all contingencies are satisfied or waived; and (3) answer the client's questions relating to the offers, counter-offers,
18 notices, and contingencies. Brokerage agrees to provide the above specified services to Seller in addition to the other
19 services set forth herein below in this Contract.
20

21 **2. Full and Coming Soon Notice of Exception/Office Exclusive and the MLS:** Seller gives to Brokerage the
22 exclusive right to market, sell, option, exchange or lease the Real Estate to qualified purchasers and to share the Real
23 Estate and Real Estate information with participants in the RMLS Alliance (MLS) and/or any other Multiple Listing
24 Service (collectively herein as "MLS") in which Brokerage is a participant or has reciprocal access to, in accordance
25 with the applicable rules and regulations of that MLS including the provision of timely notice of status changes of the
26 listing to the MLS and to provide sales information including selling price to the MLS upon sale of the Real Estate.
27 Seller may direct Brokerage as follows (if applicable, check one and complete related form):

28 **NOT TO permit listing to be disseminated by the MLS** for Real Estate herein above described (RMLS 4012
29 required); or, alternatively,

30 **NOT TO permit showings** of the Real Estate herein above described in the MLS (RMLS 4011 required).
31


32 **3. Marketing Price:** \$ 94,900
33

34 **4. Listing Period:** From the effective date of this contract through 11:59 p.m. on Sept 25, 2024 which
35 shall be the expiration date of this agreement, unless extended in writing.
36

37 **5. Brokerage Fee:** If during the term of this Contract Brokerage obtains an offer to purchase the Real Estate from a
38 ready, willing, and able buyer at the marketing price, or if Seller enters into a contract for the sale or exchange of the
39 Real Estate at any price and upon any terms to which Seller consents, Seller shall be obligated to pay Brokerage a
40 commission of Five percent (5%) of the total purchase price of the sale or
41 exchange or N/A Dollars (\$ N/A),
42 whichever amount is greater. The full commission is to be paid at closing, which in the case of a sale on contract for
43 deed shall be at the time Buyer and Seller execute the initial contract or contract for deed.
44

45 **6. Protection Period:** Seller agrees that such a commission shall be paid if the Real Estate is sold or exchanged by
46 Seller within a protection period of Sixty (60) days following the term of this Contract or any
47 extensions thereof to anyone to whom the Real Estate was presented during the term of this Contract. However, this
48 provision shall not apply if Seller has entered into a valid, written listing contract with another licensed real estate
49 brokerage during the protection period.
50

51 **7. Lease of Real Estate:** Although the purpose of this contract is to bring about a sale, option, or exchange of Real
52 Estate, Seller agrees to pay Brokerage a leasing commission of _____ percent (____%)
53 of the gross lease or _____ Dollars (\$ _____), whichever
54 amount is greater, if the Real Estate is leased within the marketing period. If the tenant to whom the Real Estate is
55 leased purchases the Real Estate prior to _____ (insert date), Seller agrees to pay
56 Brokerage a sales commission of _____ percent (____%) of the total purchase price of
57 the sale or exchange or _____ Dollars (\$ _____),
58 whichever amount is greater, on the full sale price.
59

60

Seller(s) Initials

Dale Carter

61 **8. Seller's Designated Agent:** Brokerage designates _____, ("Seller's
62 Designated Agent"), a broker associate(s) affiliated with Brokerage as the only legal agents of the Seller. Brokerage
63 reserves the right to name additional designated agents when in Brokerage's discretion it is necessary. If additional
64 designated agents are named, Seller shall be informed in writing within a reasonable time. Seller acknowledges that
65 Seller's Designated Agent may from time to time have another broker associate, who is not an agent of the seller, sit an
66 open house of Seller's Real Estate or provide similar support in the marketing of Seller's Real Estate. Seller
67 understands and agrees that this contract is a contract for Brokerage to market Seller's Real Estate and that Seller's
68 Designated Agent(s) is (are) the only legal agent(s) of Seller. Seller's Designated Agent will be primarily responsible
69 for the direct marketing and sale of Seller's Real Estate.
70

71 **9. Home Warranty Program:** Brokerage (____) has (X) does not have (check one) available to Seller a home
72 warranty program. Seller (____) agrees (X) does not agree (check one) to provide a limited home warranty program
73 from N/A at a cost not to exceed \$ N/A plus
74 options, if any. Seller acknowledges that the home warranty program is a limited warranty with a deductible. Seller
75 acknowledges receipt of the application for such home warranty program.
76

77 **10. Residential Real Estate Disclosure:** Seller(s) acknowledge(s) that they have been informed of the
78 responsibilities imposed upon sellers under the Residential Real Property Disclosure Act. Seller agrees to comply with
79 the requirements of this Act to the best of Seller's ability and to not knowingly give any false or inaccurate information
80 regarding the disclosures required by that Act.
81

82 **11. Buyers Agent:** Seller acknowledges that Seller has been informed and understands that as part of Brokerage's
83 real estate business, Brokerage, from time to time, enters into representation agreements with Buyers, and, as such,
84 may designate certain of its broker associates as Buyers Agents for the purpose of showing and negotiating the
85 purchase of real estate or Real Estate listed with Brokerage or other real estate Brokerage firms.
86

87 **12. Cooperation and Compensation:** Brokerage's office policy is to cooperate with all other brokerages except when
88 not in Seller's best interest. Brokerage is authorized in its sole discretion to determine with which Brokerages it will
89 cooperate, and the amount of compensation that it will offer cooperating Brokerages in the sale of Seller's Real Estate.
90 Seller acknowledges that the compensation offered to such cooperating Brokerages may vary from brokerage to
91 brokerage. However, Brokerage shall advise the Seller as to the amount of compensation to be offered to cooperating
92 brokerages.
93

94 **13. Buyer Confidentiality:** Seller understands that Brokerage and/or Designated Agent may have previously
95 represented a buyer who is interested in Seller's Real Estate. During that representation, Brokerage and/or Designated
96 Agent may have learned material information about the buyer that is considered confidential. Under the law, neither
97 Brokerage nor Designated Agent may disclose any such confidential information to Seller even though the Brokerage
98 and/or Designated Agent now represents the Seller.
99

100 **14. DISCLOSURE AND CONSENT TO DUAL AGENCY:**

101
102 **NOTE TO CONSUMER:** THIS SECTION SERVES THREE PURPOSES. FIRST, IT DISCLOSES
103 THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS,
104 REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS SECTION
105 EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS SECTION SEEKS YOUR CONSENT
106 TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY
107 LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN
108 THIS SECTION, YOU ARE CONSENTING TO DUAL AGENCY REPRESENTATION.
109

110 The undersigned Dale Carter, ("Licensee"/"Seller's
111 (insert name(s) of Licensee undertaking dual representation)
112
113

114 Designated Agent"), may undertake a dual representation (represent both the seller or landlord and the buyer
115 or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility
116 of this type of representation.
117

118 Before signing this document please read the following: Representing more than one party to a transaction
119 presents a conflict of interest since both clients may rely upon Licensee's advice and the
120

121 
122 _____
123 Seller(s) Initials

124 client's respective interests may be adverse to each other. Licensee will undertake this
125 representation only with the written consent of ALL clients in the transaction.

126
127 Any agreement between the clients as to a final contract price and other terms is a result of
128 negotiations between the clients acting in their own best interests and on their own behalf. You
129 acknowledge that

130 Licensee has explained the implications of dual representation, including the risks involved, and
131 understand that you have been advised to seek independent advice from your advisors or attorneys
132 before signing any documents in this transaction.

133
134 WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:

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

145
146 WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:

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

153
154 If either client is uncomfortable with this disclosure and dual representation, please let Licensee
155 know. You are not required to sign this section unless you want to allow the Licensee to proceed as
156 a Dual Agent in this transaction.

157
158 By initialing here and signing below, you acknowledge that you have read and understand this form
159 and voluntarily consent to the Licensee acting as a Dual Agent (that is, to representing BOTH the
160 seller or landlord and the buyer or tenant) should that become necessary.

161
162 ✓ OB

163 Seller's initials

163 _____
164 Seller's initials

163 3-25-2024

164 Date

165 **15. Brokerage's Affiliates:** Seller understands and agrees that other broker associates affiliated with Brokerage,
166 may represent the actual or prospective Buyer of Seller's Real Estate. Further, Seller understands and agrees that if
167 the Real Estate is sold through the efforts of a broker associates affiliated with Brokerage who represents the Buyer,
168 the other broker associates affiliated with Brokerage will be acting as a Buyer's Designated Agent.

169
170 **16. Referral of Prospective Purchasers:** Seller agrees to immediately refer to Seller's Designated Agent all
171 prospective purchasers or brokers who contact Seller for any reason and to provide Seller's Designated Agent with their
172 names and addresses.

173
174 **17. Real Estate Access:** Brokerage and Seller's Designated Agent are authorized to place a lockbox on the Real
175 Estate to have access to the Real Estate at all reasonable times for the purpose of showing it to prospective buyers and
176 to authorize cooperating Brokerages to access lockbox and Real Estate for the same purpose. Additionally, Brokerage
177 may authorize access to other authorized individuals, as may be necessary to facilitate a sale, in accordance with
178 established MLS policy.

179
180 ✓ OB

181 Seller's Initials

183 **18. Marketing:** Except as otherwise provided in paragraphs (a), (b), (c) and (d) below, Brokerage and its designated
184 agent(s) are authorized to do all things deemed necessary or desirable, in their sole discretion, to advertise, promote,
185 and market the Real Estate, including without limitation: display of signs where permitted by law; removal of all other
186 such signs; and/or promotion of the Real Estate through any advertising media (including without limitation, print media,
187 fact sheets, television programs, electronic media, the Internet, blogs and social networking websites):
188

189 Seller makes the following elections with regard to having Sellers's Real Estate displayed on any Internet site:
190 (check YES or NO to all that apply)
191

192 A. Display listing on any Internet site, including social media such as Facebook , etc: YES [X] NO []
193

194 B. Display Seller's Real Estate address on Internet: YES [X] NO []
195

196 **Seller understands and acknowledges that if Seller circles "NO" for the above two options,**
197 **consumers who conduct searches for listings on the Internet will not see the corresponding**
198 **information about Sellers' Real Estate in response to their searches.**

199 ✓ OB _____ ✓ 3.25.24
200 Seller's Initials Seller's Initials Date
201

202 C. Allow for automatic valuation tools to be used for Seller's listing: YES [] NO [X]
203

204 D. Allow for blogging or comments to be used or made regarding Seller's listing: YES [] NO [X]
205

206 **With respect to C and D above, Seller understands and acknowledges (i) that this opt-out applies only to**
207 **the Websites of MLS participants and subscribers who are real estate brokerage and broker members of an**
208 **MLS (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither**
209 **Brokerage nor the MLS may have the ability to control or block such features on other Internet sites.**
210

211 **19. Use of Listing Content; Intellectual Property License:** Seller acknowledges and agrees that all photographs,
212 images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing
213 information, and other copyrightable elements relating to the Real Estate provided by Seller to Brokerage or
214 Brokerage's agent (the "Seller Listing Content"), or otherwise obtained or produced by Brokerage or Brokerage's agent
215 in connection with this contract (the "Brokerage Listing Content"), and any changes to the Seller Listing Content or the
216 Brokerage Listing Content, may be filed with the MLS (if authorized by Seller), included in compilations of listings, and
217 otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Brokerage a non-exclusive,
218 irrevocable, worldwide, royalty free license to use, sub-license through multiple tiers, publish, display, and reproduce
219 the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing
220 Content or any derivative works thereof. Seller represents and warrants to Brokerage that the Seller Listing Content,
221 and the license granted to Brokerage for the Seller Listing Content, does not violate or infringe upon the rights,
222 including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and
223 Brokerage, all Brokerage Listing Content is owned exclusively by Brokerage, and Seller has no right, title or interest in
224 or to any Brokerage Listing Content. This license shall survive the termination of this listing contract.
225

226 **20. Default by Buyer:** In the event a purchase contract is entered into and buyer defaults without fault on the Seller's
227 part, Brokerage will waive the commission, and this contract shall be continued from the date of default through the
228 date provided in paragraph 4. Should Seller default on any contract for the purchase or exchange of the Real Estate,
229 any commission owed under this contract shall become payable immediately.
230

231 **21. Earnest Money Deposit:** When a contract to purchase is entered into for the purchase of Seller's Real Estate, the
232 buyer may provide earnest money to Brokerage or a third party escrow agent. The escrowee will deposit and hold any
233 such earnest money in a special non-interest bearing account on behalf of the Buyer and Seller. Once the purchase
234 goes to closing, the earnest money will be disbursed according to the terms of the contract to purchase.
235

236 **22. What Seller May Take and What Must Remain:** Attached items such as wall-to-wall flooring, garage door
237 openers, smoke detectors, built-in appliances, light fixtures, built-in electronics, landscaping and indoor and outdoor
238 decorative items may legally be "fixtures" and if so they must remain with the house unless specifically excluded in the
239 Purchase Contract. (Seller should discuss this matter with Seller's Designated Agent to avoid uncertainty for all parties
240 regarding what you may take and what should remain with the house, and should make specific provisions for these
241 items in the Purchase Contract.) Seller reserves: 1) two fireplaces. 2) curtains in south bedroom
242

243 OB
244 Seller(s) Initials
245

246 **23. Property Representation:** Seller understands that the information which Seller provides to Seller's Designated
247 Agent as listing information will be used to advertise Seller's property to the public, and it is essential that this
248 information be accurate. SELLER HAS EITHER REVIEWED THE MLS LISTING INPUT SHEET AND REPRESENTS
249 THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF SELLER'S
250 KNOWLEDGE, OR SELLER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE,
251 TRUTHFUL INFORMATION TO BE PUT IN THE MLS INPUT SHEET AND HEREBY PROMISES TO FULFILL THIS
252 OBLIGATION. Although Seller is listing Seller's property in its present physical condition ("as is" condition), Seller
253 understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects in the property
254 which are known to Seller but which are not disclosed to the Buyer.
255

256 **24. Brokerage Hold Harmless:** Seller agrees to save and hold Brokerage harmless from all claims, disputes,
257 litigation, judgments, and costs (including reasonable attorney's fees) arising from Seller's breach of this contract and/or
258 arising from any incorrect information or misrepresentation supplied by Seller and/or arising or from any material facts,
259 including latent defects, that are known to Seller that Seller fails to disclose. Seller acknowledges that Brokerage is not
260 responsible for the condition or upkeep of Property during the term of this contract nor is Brokerage responsible for
261 damage to Property or theft of valuables unless such damage or theft is a result of negligence on the part of Brokerage.
262

263 **25. Headings:** The section headings appearing in this Contract have been inserted for the purpose of convenience
264 and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of
265 the sections to which they appertain.
266

267 **26. Binding Contract:** This contract shall be binding upon and inure to the benefit of the heirs, administrators,
268 successors, and assigns of the parties hereto. This contract can only be amended by a writing signed by the parties.
269

270 **27. Equal Opportunity in Housing:** THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER
271 OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S REAL ESTATE TO ANY PERSON ON THE BASIS
272 OF RACE , COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, ORDER OF
273 PROTECTION, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, UNFAVORABLE
274 DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE
275 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE
276 FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.
277

(signatures are required for all owners)

280 <u>Carter Network Realty</u>	Seller: <u>Christina G Butler Revocable Living Trust</u>
281 Brokerage	
282 <u>Dale Carter</u>	Seller: <u>Christina G Butler Trustee</u> ✓ <i>Christina G. Butler</i>
283 By	<i>Trustee</i>
284 <u>3/25/2024</u>	Address: <u>838 W adams St</u>
285 Date	
286 <u>Dale Carter</u>	<u>Pittsfield, IL 62363</u>
287 Seller's Designated Agent	
288 <u>3/25/2024</u>	
289 Date	
290 <u>217-299-2083</u>	Date: <u>3.25.24</u>
291 Phone	(Effective date of this contract)
292	
293	
294	
295	