

REAL ESTATE TAX BILL

TAXABLE VALUE	0	PAYABLE	2022	2023	PROPERTY NUMBER	10-02-277-021	TOWNSHIP	T2S R10E	CLASS	0040	LENDING CODE	PRL	TAX CODE	10027		
CASH VALUE	65,320	2021 TAXABLE VALUE			EDWARDS COUNTY				2022 TAXABLE VALUE							
		10,340			ITEMIZED STATEMENT				10,040							
ND/LOT	1,520	TAX RATE	TAX AMOUNT		TAX RATE	TAX AMOUNT		% OF TOTAL	PENSION AMOUNT							
LDG	20,250	1.69118	\$174.88		1.60153	\$160.81		21.97	\$10.35							
ASSESSED VALUE	21,770	0.41681	\$43.10		0.42101	\$42.27		5.78	\$1.26							
IE /HI VET EXEMPT	0	0.20110	\$20.79		0.19734	\$19.81		2.71	\$0.00							
ALUE TO BE EQUALIZED	21,770	0.15496	\$16.02		0.16188	\$16.25		2.22	\$0.00							
STATE MULTIPLIER	.9666	3.47404	\$359.22		3.49677	\$351.08		47.97	\$30.37							
EQUALIZED VALUE	21,040	1.21875	\$126.02		1.17125	\$117.59		16.07	\$23.76							
OWNER OCCUPIED	6,000	0.23010	\$23.79		0.24038	\$24.13		3.30	\$0.00							
ENIOR HOMESTEAD	5,000	7.38694	\$763.82		7.29016	\$731.94		100.00								
ENIOR FREEZE	0											*TOTALS*				
TURNING VETERAN	0															
DISABLED VET/PERSON	0															
FARM LAND / MINERAL VALUE	0															
FARM BUILDINGS	0															

PAYMENT INSTRUCTIONS

TAX BILLS MAY BE PAID BY MAIL OR AT THE COUNTY TREASURER OFFICE AT THE COURTHOUSE. PLEASE BRING ENTIRE BILL IF PAYING IN PERSON. IF PAYING BY MAIL, SEND CHECK & APPROPRIATE COUPON.

INCLUDE PHONE # WITH PAYMENT AND ENTIRE STATEMENT PLUS A STAMPED SELF-ADDRESSED ENVELOPE IF RECEIPT IS NEEDED.

MAKE CHECKS PAYABLE TO EDWARDS COUNTY COLLECTOR PARTIAL PAYMENTS NOT ACCEPTED - INSTALLMENTS MUST BE PAID IN FULL.
AFTER DUE DATE - 1 1/2% PENALTY PER MONTH

BILLING NAME AND ADDRESS		LAND/LOT ACRES	FARMLAND ACRES
LONGBONS ROY & PATRICIA 205 N SIXTH ST ALBION IL 62806		0.00	0.00
Situs 205 N SIXTH ST			
Addr: ALBION, IL 62806			
OWNER'S NAME			
LONGBONS, ROY & PATRICIA TRUST			
LEGAL DESCRIPTION			
AL-2,Q ,S ,T ,R ,L003,B00A,P201 SUBDIV OF S1/2 BLOCK A LOT 3 EX 82 150X80			

1ST DUE DATE	09/25/2023	2ND DUE DATE	10/25/2023
1ST INSTALLMENT	\$365.97	2ND INSTALLMENT	\$365.97
TAX RATE	7.29016	INTEREST	COSTS
TOTAL TAX	\$731.94	FIRST INSTALLMENT PAID	SECOND INSTALLMENT PAID
FORFEITED TAX		Paid on 08/28/2023	Paid on 08/28/2023
TOTAL TAX PAID	\$731.94	AMOUNT COLLECTED	AMOUNT COLLECTED
TOTAL TAX DUE	\$0.00	\$365.97	\$365.97

RETURN THIS PORTION WITH YOUR FIRST PAYMENT

DUE DATE	09/25/2023	PAY TO THE ORDER OF: EDWARDS COUNTY COLLECTOR
FIRST INSTALLMENT	\$365.97	

RETURN THIS PORTION WITH YOUR SECOND PAYMENT

DUE DATE	10/25/2023	PAY TO THE ORDER OF: EDWARDS COUNTY COLLECTOR
SECOND INSTALLMENT	\$365.97	



INDEX #	10-02-277-021	BACK TAX	FIRST INSTALLMENT PAYMENT
IF POSTMARKED AFTER THE BELOW DATES		THE AMOUNT BELOW INCLUDES THE PER MONTH PENALTY	
09/25/2023		\$0.00	
10/25/2023		\$0.00	
<input type="checkbox"/> CHECK <input type="checkbox"/> CASH YOUR CANCELED CHECK IS YOUR RECEIPT			

INDEX #	10-02-277-021	SECOND INSTALLMENT PAYMENT
IF POSTMARKED AFTER THE BELOW DATES		THE AMOUNT BELOW INCLUDES THE PER MONTH PENALTY
10/25/2023		\$0.00
<input type="checkbox"/> CHECK <input type="checkbox"/> CASH YOUR CANCELED CHECK IS YOUR RECEIPT		

Tax Sale on 12/13/2023

1

LONGBONS ROY & PATRICIA
 205 N SIXTH ST
 ALBION IL 62806

2

LONGBONS ROY & PATRICIA
 205 N SIXTH ST
 ALBION IL 62806

Total Tax Due: \$0.00

checks may be paid in person, by mail, or use the convenient drop box located on the northeast side of the Courthouse or credit/debit card at www.govtechtaxpro.com.

checks should be made payable to the Edwards County Collector.

THE CHECK MUST BE FOR THE CORRECT AMOUNT OR IT WILL BE RETURNED.

Each payment must be accompanied by the detachable portion of tax bill. Write your property number on the front of your check. Mailed payments must be postmarked on or before the due date.

Payments may be paid in full in one payment or in two installments. This is the only option you will receive. Installments are due on or before the dates shown on tax bill.

A penalty is effective after the due date pursuant to State Statutes. Interest is assessed at a rate of 1 1/2% per month effective on the first day following each due date. Part of fractions of a month will be considered a whole month. All payments made after due date must include interest penalty.

PENALTY IS NOT INCLUDED, PAYMENT WILL BE RETURNED.

The office cannot accept partial payments.

Your bank or mortgage company is responsible for your taxes.

Forward this bill to them.

It is the taxpayer's responsibility to notify the Edwards County Supervisor of assessments of name and address corrections. If you are not responsible for payment of the bill, forward to the responsible party.

**JENNIFER L THOMASON
EDWARDS COUNTY COLLECTOR
100 EAST MAIN STREET SUITE 11
ALBION IL 62806-1295**

LONGBONS ROY & PATRICIA
205 N SIXTH ST
ALBION IL 62806

309-02-277-021

REAL ESTATE TAX BILL

For assessment, property description, map information, contact the County Assessor at 618-445-3591

For tax rate and tax levy questions, contact the County Clerk at 618-445-2115.

For tax billing and payment questions, contact the County Collector at 618-445-3581.

Failure to receive a tax bill, or receiving one late for any reason, will not relieve the taxpayer for paying taxes or late penalties. (Collector's office is NOT responsible for those who do not receive their bill) 35ILCS 200/20-15. Payments made on an incorrect parcel number cannot be refunded.

Taxpayer may pay their property taxes using the online payment system at www.govtechtaxpro.com.

Select **Illinois** for the State. Select **Edwards Co** for the Collector.

Enter at least one criteria for searching: Name/Property, Number/Address, click the Search Tab.

*Credit & Debit Card Convenience Fee - 2.50% of the total transaction + \$1.50 Transaction Fee. Multiple parcels can be applied to a single transaction.

The service provider adds a convenience fee to the total amount due when paying by credit or debit card. No portion of this convenience fee is paid to the Edwards County Collector.

The payer is responsible for any additional fees applied for rejected or returned payments for any reason.

**FIRST CLASS
U.S. POSTAGE
PAID
PERMIT #2
ALBION, IL**



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):

PR 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):

PR 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)

PR (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 PR Patricia K. Longbone Date 6-17-24 Seller _____ Date _____

Purchaser _____ Date _____ Purchaser _____ Date _____

Agent Senda Tucker Date 6/17/24 Agent _____ Date _____

Location of Property 205 N 6th St City Albion State PR Zip Code 62806

**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.
- PR (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- PR (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)

- JK (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 <u>(X) Patricia K. Longhans</u>	Date <u>6-17-24</u>
Seller _____	Date _____
Purchaser _____	Date _____
Purchaser _____	Date _____
Agent <u>Linda Tucker</u>	Date <u>6/17/24</u>
Agent _____	Date _____

Property Address: 205 N. 6th St.
 City, State, Zip Code: Albion IL 62806

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: 205 N. 6th St
 City, State, Zip: Albion IL 62806
 Seller's Name: Patricia Longbons

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 6/17/24 (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.).....	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. I am aware of leaks or material defects in the roof, ceilings, or chimney.....	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. I am aware of current infestations of termites or other wood boring insects..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20. I am aware of a structural defect by previous infestations of termites or other wood boring insects..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21. I am aware of underground fuel storage tanks on the property..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22. I am aware of boundary or lot line disputes..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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 Basement gets damp #5 Settlement Cracks

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.**

(X) Patricia K. Longbons
 Seller's Signature

 Seller's Signature

6-17-24
 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

 Date

 Time

 Time

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES - 765 ILCS 77/5 et seq.

Section 5: 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 four 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.

“Seller” means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, “seller” shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 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.

Section 15: The provisions of the Act do not apply to the following:

- (1) 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 trustee 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 judgement, 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 judgement 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.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers pursuant to testate or intestate succession.
- (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 form 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 not been occupied.

Section 20: A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of 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.

Section 25: Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the 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.

Section 30: Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35: Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40: Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, 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 document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45: This Act is not intended to limit 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.

Section 50: Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- 1) personal or facsimile delivery to the prospective buyer;
- 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, UPS, or Airborne, 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 the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to 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, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55: Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60: No action for violation of the 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.