

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.

Pro	perty A	ddress	: 405 NE 2nd Street
City	State	& 7ln (ode: fairfield, IL. 62837
Call	or's Na	me.	Augusta Spears
Je 11	01 3 IVA		Transfer of the second
Prop	erty Disc	losure A	is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real ct. This information is provided as of 12-10, 2024. The disclosures herein shall not be deemed warranties of
	Int	ble form	or any person representing any party in this transaction. "aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form,
signi	ficantly i	mpair th	ins a condition that would have a substantial adverse effect on the value of the residential real property or that would be health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition
	een con The anties, p		scloses the following information with the knowledge that even though the statements herein are not deemed to be we 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 re	presents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" ect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number able, the seller shall provide an explanation in the additional information area of this form.
1, IS	yes or no YES	NO NO	N/A
1.	不		Seller has occupied the property within the last 12 months (If "no," please identify capacity or explain relationship to property)
2,		X	currently have flood insurance on the property.
3.			I am aware of flooding or recurring leakage problems in the crawispace or basement.
4.		×	I am aware that the property is located in a flood plain.
5.		×	I am aware of material defects in the basement or foundation (including cracks and bulges).
6.	-	¥	I am aware of leaks or material defects in the roof, ceilings, or chimney.
7.		×	I am aware of material defects in the walls or floors.
8		×	I am aware of material defects in the electrical system.
9.	_	K	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).
10.		X	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.
13.		×	tem aware of material defects in the fireplace or wood burning stove.
14.	750	¥	am aware of material defects in the septic, sanitary sewer, or other disposal system.
15.		×	am aware of unsafe concentrations of radon on the premises
16.		×	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.

pipes, lead plumbing pipes or lead in	KANDARA SA MANANSA MAN	A 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
18. X I am aware of mine subsistence, und earth stability defects on the premise	lerground pits, settlem	The second secon
19 I am aware of current infestations o	Self-	d boring insects.
20. Y I am aware of a structural defect car boring insects.		
21 1 am aware of underground fuel sto	rage tanks on the prope	erty.
22 I am aware of boundary or lot line d	isputes.	
23 I have received notice of violation of property, which violation has not be		laws or regulations relating to this
24 I am aware that this property has be defined in Section 10 of the Methan		
If any of the above are marked "not applicable" or "yes", please explain her	e or use additional pages, if	necessary:
Check here if additional pages used: Seller certifies that seller has prepared this statement and certifies that the of the seller without any specific investigation or inquiry on the part of the principal in this transaction to provide a copy of this report, and to disclose actual or anticipated sale of the property. THE SELLER ACKNOWLEDGES THE TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AN RESIDENTIAL REAL PROPERTY DISCLOSURE ACT. TO SUPPLEMENT THIS DISC	seller. The seller hereby au any information in the repo IAT THE SELLER IS REQUIRED DHAS A CONTINUING OBLE	thorizes any person representing any rt, to any person in connection with any o TO PROVIDE THIS DISCLOSURE REPORT SATION, PURSUANT TO SECTION 30 OF THE
Tina Pokusan - North PM 12/10/24 3:29 PM CST	Date:	12/10/2024
Seller:		
Seller:	Date:	
THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NI ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTANTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES! PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PE	DISCLOSURE IS NOT A SUBSTAIN OR NEGOTIATE. THE FA NOT EXIST. THE PROSPECTIVE REFORMED BY A QUALIFIED	CT THAT THE SELLER IS NOT AWARE OF A E BLYER IS AWARE THAT THE PROFESSIONAL
Prospective Buyer:	7,000	Time:
Prospective Buyer:	Date:	Time:
	1	

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

Sec. 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 there of 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 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 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 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 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 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 testate 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 Reverse Side] (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 falls 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 faise 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.)

Date presented to Seller:	12	10	44
Buvers Initials:	and the contract of		-0.007792678

DISCLOSURE OF INFORMATION ON RADON HAZARDS

(For Residential Real Property Sales or Purchases)

Radon Warning Statement

Bvery 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.

Propert	y Address: 4	05 NE and SI	reet fairf	ield, IL ba	837						
Seller's	Disclosure (initial	each of the following	which applies)								
(a)		concentrations (above esent within the dwell		commended Rador	Action Level) are						
(b)	radon concentrations within the dwelling.										
(c). 12/10	(c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.										
(d) 12/10	Seller has no re	cords or reports perta	ining to elevated ra	don concentration	s within the dwelling.						
Purchas	er's Acknowledge	nent (initial each of t	he following whic	h applies)							
(e)	Purchaser has r	eceived copies of all i	nformation listed a	bove.							
(f)	Purchaser has r	eceived the IEMA app	proved Radon Disc	losure Pamphlet.							
Agent's	Acknowledgment	(initial) (if applicabl	e)	1							
(g) M	LAgent has infor	med the seller of the	seller's obligations	under Illinois law.							
700	ation of Accuracy										
The following	wing parties have	reviewed the informat ation he or she provide	ion above and each	h party certifies, to rate.	the best of his or her						
Seller	Tina Johnson-N	dation verifi	PM CST	Printed Name							
Tina Johnson-j	11 2000 12/10/	p verified 24 3:29 PM CST FUOA-DM0D-QOLY	2024 eller	Signature	Date						
Purchase	Printed Name		Purchaser	Printed Name							
Purchase	Signature	Date	Purchaser	Signature	Date						
Agent	Mitrie Ca	intrell	Agent	Printed Name							
Agent	Matel	atull Date 12	IDI24 Agent	Signature	Date						

Disclosure of Information on Lead-Rused 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.

(a)	910			Asserted and	sed paint hazards (che	0 (Fig. 190) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
	(1)	_ Known lead-ba (explain).	ased paint a	and/or lea	d-based paint hazard	s are present in the housing			
(b)	(II 7/10/10 Records	4			sed paint and/or lead- neck (I) or (II) below):	based paint hazards in the housi			
	(i)	_ Seller has prov based paint ar	ided the pund/or lead-t	irchaser v based pair	rith all available reconst hazards in the hous	ds and reports pertaining to leading (list documents below).			
	(II) 12/10/2 3:29 PM odotloop ve	ar hazards in the		cords per	taining to lead-based	paint and/or lead-based paint			
Pui	rchaser's	Adanowledgme	nt (initial)						
(4)		_ Purchaser has	received co	ples of all	Information listed ab	ove.			
(d)	_	_ Purchaser has	received th	e pamphl	et Protect Your Family fi	rom Lead in Your Home.			
(e)	Purchas	er has (check (i) o	or (ii) below);					
	0	received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or							
	(11)	waived the opplead-based pal	portunity to nt and/or le	conduct	a risk assessment or l paint hazards.	nspection for the presence of			
Age	ant's Ack	nowledgment (i	nillail						
	and the second section of	Agent has Info	rmed the se	eller of the ollity to er	e seller's obligations u isure compliance.	nder 42 U.S.C. 4852d and is			
Cer	tification	of Accuracy							
The	following	parties have revie	ewed the info	ormation a	bove and certify, to the	best of their knowledge, that the			
7/22/		hev have provided	loop verified 10/24 3:29 PM CST Y-6IPG-UDBC-PQYX	1142734					
		Vorth, POA 12/ 8K		12/10/202 te	Seller	Date			
Sell	er		100	NG.	Sense.				
Purchaser A L Date			10 Table 10	Purchaser	Date				
rvi	The	Centrell		0124 te	Agent	Date			

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WA	YNE CJ							ment#: 10355	
YVETTE ANDERSON		2022 Tax		er (PIN): 21-				e PIN: 19062510)22
WAYNE COUNTY COLLECTO	R	Property Ov	wner: SPE	EA00002	SPE	ARS AGUSTA			
301 E MAIN ST., STE 201	TOWNSHIP				Code: 09002				
FAIRFIELD, IL 62837				Mailing Land/Lo	ot Acres:	0.00			
Phone: 618-842-5087		Property CI	lass: 0040	- Residentia	l Impro	ved		nd Acres:	0.00
		Township:			Section: 06 Range: 8E			cres:	0.00
Mail To: SPEA00002			L	egal Descrip	tion:	LOT 3 W O GAMMON 8	NEAL LAWS	SUB-DIV	- 1
SPEARS A	GUSTA					2005-1170 2012-	3012 6-12 201	14-3584 QCD 6-14	١
					Ī	BOR Equalizati	on Factors:	Assessed \	/aluation
405 NE 2N						Land/Lot:	1.00000	Land/Lot:	1,433 14,591
FAIRFIELD	, IL 62837-2060					Building:		Building: Farmland:	0
						Farmland:	1.00000	Farm Building:	0
Payment Inform		~~~				Farm Bullding:		Mineral:	
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			Fair Cas	sh Value (No	n-Farm	s): \$48,072	- Home Impi		0,024
	Tax Distric	t Breakdov					- Disabled V		0
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Tuning Districts	Rate		Rate	<u>Tax</u>	<u>%</u>	Pension	Equalized A	alization Factor: /:	16,024
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FAIRFIELD CORP FAIRFIELD DIST 112	2.84409	103.67	2.73504	99.69 78.12	28.6		- Senior Hor	nestead:	5,000 1,379
FAIRFIELD HS 225 FAIRFIELD LIBRARY	2.25864 0.13056	82.33 4.76	0.12265	4.47	1.2	0.00	- SCAFHE: - Disabled P	ersons:	1,379
FAIRFIELD PARK GROVER TOWNSHIP	0.97970 0.68513	35.71 24.97	0.95281	34.73 24.09	9.9 6.9	2 0.58	- Disabled V	eterans (Standa	rd): 0
IL EASTERN JC 529	0.43018 0.79754	15.68 29.07	0.41159 0.54295	15.00 19.79	4.3 5.7	1 0.45	- Returning	Veterans:	0
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Grand Totals For a license plate discount and / or a mass trans	it benefit for persons w					plication online at	Final Tax An	nount Due: 347	
You may be eligible for various exer No Personal checks after	antines Diagno contac	the County Acces	sment Office a payment and in	at 618-842-2582 f nour a charge of \$	for informa 325.00.	ation	First 10/06/2023	Installment Due Date	Second 11/09/2023
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	mount Paid:	17	73.96	Date Pai	id: 11	/09/2023	Amount	Paid:	173.96
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On or After 12/07/2023 On or After 01/07/2024 Contact Tre	asurer's Office	·							
Owner: SPEA00002 SPEARS	AGUSTA			Owner:			ARS AGUSTA		
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Statement #: 10355						120000000000000000000000000000000000000			