

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: 1077 CORE 1850 E FAIRFIELD FI 62837
City, State & Zip Code;
City, State & Zip Code:
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 2.7 8 20.25. 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 (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number (some 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
1 seller has occupied the property)
Currently have flood insurance on the property. A

I am aware of unsafe concentrations of or	uncata conditions relating to load part
17 lam aware of unsafe concentrations of or	unsafe conditions relating to lead paint, lead water
pipes, lead plumbing pipes or lead in the s	und pits, settlement, sliding, upheaval, or other
18 X I am aware of mine subsistence, undergro	und pits, settlement, and by
earth stability defects on the premises.	ites or other wood horing insects.
19 I am aware of current infestations of term	intes of other wood borning intermites or other wood
20 I am aware of a structural defect caused by	by previous infestations of termites or other wood
boring insects.	anks on the property.
21 lam aware of underground fuel storage to	anks on the property.
22 I am aware of boundary or lot line dispute	es.
23 I have received notice of violation of local	I, state, or federal laws or regulations relating to this
property, which violation has not been co	and for the manufacture of methamphetamine as
24 I am aware that this property has been us defined in Section 10 of the Methamphet	tamine Control and Community Protection Act.
Note: These disclosures are not intended to cover the common element including limited common elements allocated to the exclusive use thereof that for Note: These disclosures are intended to reflect the current condition of the seller reasonably believes have been corrected. If any of the above are marked "not applicable" or "yes", please explain here or use the seller reasonable are marked "not applicable" or "yes", please explain here or use the seller reasonable.	f the premises and do not include previous problems, it any, that
Check here if additional pages used:	
Seller certifies that seller has prepared this statement and certifies that the information of the seller without any specific investigation or inquiry on the part of the seller principal in this transaction to provide a copy of this report, and to disclose any in actual or anticipated sale of the property. THE SELLER ACKNOWLEDGES THAT THE SELLER ACKNOWLEDGES THE SELLER ACKNOWLEDGES THAT TH	THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT US A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE
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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
- (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 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.
- (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) 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 material defect is repairable prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect. (c) The right to terminate the contract, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination 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 shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set in subsection (a) or (b

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 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 or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real or fails and the fails an

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: _	2/18/72
Buyers Initials:	

1	NE COL	INTY P	ROPE	RTY T	ΔX	STATEMI	ENT			
WAYNE COUNTY PROPERTY TAX S 2023 Taxes Payable in 2024								ment #: 21948		
YVETTE ANDERSON WAYNE COUNTY COLLECTO	100		ndex Numb	er (PIN): 12	-30-038			te PIN: 1430100	011	
301 E MAIN ST., STE 201 FAIRFIELD, IL 62837 Phone: 618-842-5087 Township: JASPER TOWNSHIP Property Address: 1077 COUNTY RO. FAIRFIELD, IL 628					62837-	7-3002 Land/Lot Acres: 3.90				
Mail To: BROO00047						Range: 8E	Farmland Acres: 0.00 Total Acres: 3.90 (EXCEPT 112' OFF N SIDE) &			
BROOKER	KARLA G					40' OFF N SIDE 2008-3494 TR D		V		
PO BOX 85 FAIRFIELD,	IL 62837-0085					BOR Equalizati Land/Lot: Building: Farmland:	1.00000 1.00000 1.00000	Assessed ' Land/Lot: Building: Farmland: Farm Building:	Valuation 4,523 21,355 0 0	
Payment Inform						Farm Building:		Mineral:	0	
Make Checks Payable To: WAYNE Mail To: 301 E MAIN ST., STE 201,			IDOR E	qualization F	actor:	1.02930	Tax Total Assd V	xable Bill Calcula	25,878	
	Tax Distric	t Proakdo		sh Value (No	n-Farm	\$77,634		rovements:	0	
Taxing Districts	Prior Yea		WII	Current Y	ear(20	024)	Adjusted AV:		25,878	
Taxing Districts	Rate	Tax	Rate	Tax	%	Pension	X IDOR Equi	alization Factor:	1.02930 26,637	
CNTY AMB SERV 1 FAIRFIELD HS 225 FAIRFIELD RUR FIRE IL EASTERN JC 529 JASPER DIST 17 JASPER TOWNSHIP WAYNE COUNTY	0.17988 2.14331 0.28774 0.41159 3.03518 0.82975 0.54295	34.31 408.79 54.88 78.50 578.90 158.26 103.56	0.16675 1.91659 0.26092 0.43798 2.88149 0.76553 0.49180	34.41 395.53 53.85 90.39 594.65 157.98 101.49	2.41 27.66 3.7 6.3 41.6 11.0 7.1	9 18.57 7 0.00 3 2.66 3 47.75 6 7.33	- General Ho - Senior Hor - SCAFHE: - Disabled P - Disabled V - Returning - Natural Dis - Historical	omestead: mestead: Persons: Peterans (Standa Veterans: saster Homestea Freeze: Org. Freeze:	6,000 0 0 ord): 0 0 d: 0 0 20,637 6.92106	
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You may be eligible for various exem No Personal checks after 3	https://ilag	ing illinois.gov/	sment Office a	618-842-2582 fo	or informa		First 10/03/2024 714.15	Installment Due Date Amount Due	Second 11/08/2024 714.15	
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Bank Check Money Ord Tax Year: 2023 Property Inde	der Box (x #: 12-30-038-		all	Tax Year:			Index #: 12-			
RETURN STUB WITH PAYMENT				Due Date	Due Date: 11/08/2024 Amount Due: 0.00					
	nount Paid:		14.15	Date Pai	d: 09	/30/2024	Amount	Paid:	714.15	
If Paying Past the Due Date: On or After 10/04/2024 On or After 11/04/2024 On or After 12/04/2024		First Insta	allment	On or Afte	r 11/09/	Due Date: 2024 2024 Contact	Treasurer's C	CONTROL CONTRO	Installment	
Owner: BROO00047 BROOKER County: WAYNE COUNTY	R KARLA G			O III III	BROOD WAYNE	COUNTY	OKER KARLA			
Statement #: 21948				Statem	ent#:	21948	Total 1	Tax: 1,428.	30	