



31 4. **DESIGNATED AGENCY.** Sponsoring Broker designates Cody Jones/ Tammy Hines ("Seller's Designated
32 Agent"), a sales associate(s) affiliated with Sponsoring Broker as the only legal agent(s) of the Seller. Sponsoring
33 Broker reserves the right to name additional designated agents when in Sponsoring Broker's discretion it is necessary.
3 If additional designated agents are named, Seller shall be informed in writing within a reasonable time and Seller shall
34 sign such notification.

35
36
37 5. **SPONSORING BROKER COMPENSATION: Note: The amount of compensation is not set by law. Compensation is**
38 **set by each broker and is negotiable, subject to individual broker policy.**

39
40 If, during the term of this Agreement, anyone (including Seller) produces a buyer, ready, willing and able to purchase
41 the Property, at or above the List Price, or, if within 180 days after the expiration of this Agreement (the
42 "Exclusivity Date"), a sale is made to any person to whom the Property was shown, without resulting in a
43 compensation payment made or owed to another Sponsoring Broker, or if Seller enters into a contract or receives an
44 offer that results in a contract for the sale or exchange of the Property at any price and upon any terms to which Seller
45 consents, Seller shall be obligated to pay compensation as follows:

46
47 (%) of the purchase price OR \$ 3500.00 as a flat fee, OR Other: (describe) _____
48 _____, provided however, that in no event shall the compensation
49 due to Sponsoring Broker be less than \$ 3500.00. (Note: These blanks shall be considered to be N/A if not filled in).

50
51 **Cooperating Broker.** Seller acknowledges that Sponsoring Broker is authorized to cooperate with and, if authorized by
52 Seller, to compensate other brokers, including any affiliated licensees in Sponsoring Broker's firm, representing any
53 buyer (hereinafter a "Cooperating Broker"). **If the Seller initials the line below, acknowledging Seller's approval to**
54 **allowing Sponsoring Broker to pay all or part of the compensation to a Cooperating Broker, Sponsoring Broker**
55 **may pay all or any part of the above Broker Compensation to a Cooperating Broker, up to and including the**
56 **amount listed below. (insert compensation amounts below [0 if none stated] to indicate that such cooperation is**
57 **authorized by Seller):** 2.5 % of purchase price OR \$ 1000.00 to buyer's broker (real estate brokers representing
58 prospective buyers).

59 Agreed and Approved by Seller:  (Seller Initials)  (Seller Initials)

60 If the compensation agreed upon between Sponsoring Broker and Cooperating Broker is less than the amount stated
61 herein, the difference (check one) Will OR Will Not reduce the total amount due from Seller as Broker Compensation.
62 If the Cooperating Broker compensation agreed upon between buyer and Seller is more than the amount stated herein,
63 Seller agrees that the terms authorized in the agreed upon contract to purchase, will prevail.

64
65 **Note: Seller acknowledges that sale contract offer(s) and compensation agreement(s) may contain terms to**
66 **compensate the Broker assisting the buyer, which may differ from the amounts detailed above. Seller**
67 **understands the provisions of this section and agrees that the election(s) made in this section are made solely**
68 **by the Seller and may be subject to negotiation between Seller and an eventual buyer.**

69
70 **Unrepresented Buyer.** In the event a buyer is not represented by a broker, the Broker Compensation agreed upon
71 above (check one):

72 shall remain the same as the amount listed above under Broker Compensation, OR

73 shall be modified as follows: _____% of the sales price, or \$ _____

74
75 **Additional Compensation.** Seller agrees to pay Sponsoring Broker additional compensation of \$ _____ (\$0 if none
76 stated). This additional compensation (check one) Shall OR Shall Not be credited against any other
77 compensation owed by Seller to Sponsoring Broker and shall be due and payable to Sponsoring Broker on (if
78 applicable, check one):

79 the Effective Date of this Agreement, regardless of whether or not a ready, willing, and able buyer is procured
80 and which shall be deemed earned upon receipt.

81 Only if and on the same date that the other compensation above provided for is payable.

82
83 The compensation amount shall be determined by the total purchase or exchange price without reduction for any
84 other charges (i.e., closing adjustments, points, liens, mortgages, compensation, etc.). Seller agrees that such
85 compensation shall be paid if the property is sold, exchanged, or otherwise transferred by Seller to a buyer, **at any**
86 **time prior to the Exclusivity Date.** No compensation is owed if Seller enters into a bona fide listing agreement with
87 another licensed real estate broker and Seller pays that broker compensation on that transaction.

Seller: 

Seller initials acknowledge they have read this page.

88 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a
89 sale on contract for deed shall be at the time buyer and Seller execute the initial contract or agreement for deed. Seller
90 authorizes escrow agent to pay the Cooperating Broker compensation directly to Cooperating Broker at closing.

9 If the Seller and the Sponsoring Broker agree that the Property may be withdrawn from the market, the Sponsoring Broker is
92 relieved of its duty to actively market the Property, but the Seller agrees to pay the Sponsoring Broker the compensation
93 disclosed above, based upon the last listed price should the Property be sold on or prior to the later of the following: (i) the
94 expiration of the Marketing Period or (ii) the Exclusivity Date. For purposes of this paragraph, the word "sold" shall mean
95 that the Seller has entered into an agreement, either orally or in writing, to convey title to the Property or has agreed to a
96 transaction described in the definition of "sells" or "sale" above even if the closing date of such written or oral contract does
97 not occur until after the expiration of the Marketing Period or Exclusivity Date, whichever is later.
98

99 **6. AUTHORIZATION FOR DUAL AGENCY.** This section serves three purposes. First, it discloses that a Real Estate
100 Licensee (hereafter defined) may potentially act as a dual agent that is representing more than one party to the
101 transaction. Second, this section explains the concept of Dual Agency. Third, this section seeks your consent to allow
102 the Real Estate Licensee to act as a Dual Agent. A Licensee may legally act as a Dual Agent only with your consent. By
103 choosing to initial below, your consent to Dual Agency Representation is presumed.
104

105 The Sponsoring Broker and Seller's Designated Agent (herein after sometimes collectively referred to as "Licensee")
106 may undertake dual representation (represent both the Seller and the Buyer for the sale of the Property). The Seller
107 acknowledges they were informed of the possibility of this type of representation. Before initialing below, please read
108 the following:
109

110 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon
111 Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this
112 representation only with the written consent of ALL clients in the transaction.
113

114 Any Agreement between the Clients as to the final contract price and other terms are a result of negotiations between
115 Clients acting in your own best interests and on their own behalf. You acknowledge that Licensee has explained the
116 implications of dual representation, including the risks involved, and understand that you have been advised to seek
117 independent advice from your advisors or attorneys before signing any documents in this transaction.
11

118 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 120 1) Treat all clients honestly.
- 121 2) Provide information about the Property to the Buyer.
- 122 3) Disclose all latent material defects in the Property that are known to Licensee.
- 123 4) Disclose financial qualifications of the Buyer to the Seller.
- 124 5) Explain real estate terms.
- 125 6) Help the Buyer to arrange for Property inspections.
- 126 7) Explain closing costs and procedures.
- 127 8) Help the Buyer compare financing alternatives.
- 128 9) Provide information about comparable properties that have sold so both clients may make educated decisions
129 on what price to offer or accept.
130

131 **WHAT A LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 132 1) Confidential information that Licensee may know about the clients, without that client's permission.
- 133 2) The price the Seller will take other than the List price without permission of the Seller.
- 134 3) The price or terms the Buyer is willing to pay without permission of the Buyer.
- 135 4) A recommended or suggested price or terms the Buyer should offer.
- 136 5) A recommended or suggested price or terms the Seller should counter with or accept.
137

138 If either Client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not
139 required to accept this section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction. By
140 initialing "Yes" below, you acknowledge that you have read and understand this section and voluntarily consent to the
141 Designated Agent acting as a Dual Agent (that is, to represent BOTH the Seller and Buyer) should that become necessary.
142

143 **AUTHORIZATION FOR DUAL AGENCY.** (Yes) SNGH (initial) No / (initial)
144

145 It is to be understood that the Sponsoring Broker may have another licensed real estate agent, who is not your Designated
146 Agent hold an open house of the Seller's Property or provide similar support in the marketing of Seller's Property. In

Seller SNGH

Seller initials acknowledge they have read this page.

147 addition, licensed real estate agents other than your Designated Agents, but affiliated with the Sponsoring Broker, may
148 represent the actual or prospective Buyer of the Property. Further, the Sponsoring Broker, and/or the Designated Agent,
149 may have previously represented a buyer who is interested in the Property. During such representation, the Sponsoring
15 Broker and/or Designated Agent may have learned material information about the Buyer that is considered confidential.
15 Under the law, no Sponsoring Broker or Designated Agent may disclose any such confidential information.

153 7. **ATTORNEY/TITLE COMPANY.** Seller authorizes TOWN and country title service to act as Seller's
154 attorney to prepare a proper deed and any other legal instruments needed to consummate a sale at Seller's expense.
155 Seller further instructs Designated Agent that, unless otherwise agreed to by Seller and Designated Agent, Seller intends
156 to engage TOWN and country TITLE to serve as the Title Company pursuant to the
157 Contract to Purchase Real Estate to be executed by Seller or an eventual buyer.

159 8. **SELLER FURTHER AGREES:**

- 160 1) To refer an offer or inquiry that may be received during the term of this Agreement to Sponsoring Broker or
- 161 Designated Agent.
- 162 2) To permit Designated Agent and agents to enter the Property at reasonable times for the purpose of previewing,
- 163 showing or any required inspections (home or municipal).
- 164 3) To permit Sponsoring Broker or Designated Agent to place a "For Sale" sign or "Open House" sign (to hold
- 165 open houses at Seller's discretion) on the Property or to advertise in any multiple listing service, and any form
- 166 of media advertising including, but not limited to newspapers, television, real estate magazines, the Internet,
- 167 and other electronic media except as limited herein.
- 168 4) To provide utility service until a Buyer takes possession of the Property in order to facilitate showing and
- 169 inspection of the Property.
- 170 5) To secure and insure all Property and valuables, and to assume the risk for any vandalism, theft or damage of
- 171 any kind.
- 172 6) To maintain the Property in good repair throughout the date of closing. Neither Sponsoring Broker nor
- 173 Designated Agent shall be responsible for maintenance.
- 174 7) Subject to the broker compensation provisions outlined above, which Seller acknowledges have been freely
- 175 agreed to between Seller and Sponsoring Broker, to permit Sponsoring Broker to cooperate with other
- 176 licensed real estate brokers, including real estate brokers representing Buyers, and if previously authorized,
- 177 to permit Sponsoring Broker to provide certain compensation to such Cooperating Brokers.
- 178 8) To permit Designated Agent to place a lock box on the Property, which will allow Sponsoring Broker,
- 179 Designated Agent and participants in the lockbox service to gain entry to the Property. Seller acknowledges
- 180 that neither Sponsoring Broker, Designated Agent, nor the lockbox service are not responsible for and do not
- 181 insure Seller's real or personal Property against loss for damages related directly or indirectly to the use of
- 182 the lockbox service. Seller shall store and secure all valuables and shall maintain appropriate insurance. **(If**
- 183 **Tenant occupied, Tenant must sign lockbox authorization form. Showing subject to tenant's rights.)**
- 184 9) Seller authorizes Sponsoring Broker and/or its agents and employees to telephone, fax and/or e-mail Seller for
- 185 any reason relating to this Agreement, including communications after closing or other termination of this
- 186 Agreement.

187 9. **INTERIOR PICTURES.** Initial here if the Seller permits the Broker to use pictures of the interior of the Property as
188 part of the marketing of the Property. (Seller) (Seller)

190 10. **HOME WARRANTY.** Seller will (check one)

- 191 OFFER a home warranty on this Property issued by _____ at a cost of \$ _____
- 192 NOT offer a home warranty
- 193 OFFER a Builder warranty on this Property

195 **Seller is aware that compensation may be made to Sponsoring Broker by the warranty company for a home**
196 **warranty policy sold for services rendered on behalf of the Seller and/or Buyer.**

Seller:

Seller initials acknowledge they have read this page.

197 11. **NON-DISCRIMINATION. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE**
198 **PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR,**
199 **RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL**
200 **DISABILITY, MILITARY STATUS OR UNFAVORABLE DISCHARGE FROM MILITARY, SEXUAL ORIENTATION,**
201 **PREGNANCY, SOURCE OF FUNDS ORDER OF PROTECTION STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE**
202 **3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL,**
203 **STATE AND LOCAL FAIR HOUSING LAWS.**


204
205 12. **DISCLOSURE OF CONDITION OF PROPERTY.** Seller understands that the law requires disclosure of all known
206 material defects, environmental defects and other facts adversely affecting the value or desirability of the Property
207 and that failure to disclose all known defects may result in civil liability. Seller represents and warrant to the
208 Sponsoring Broker that except as disclosed in the Residential Real Property Disclosure Report, the Lead Based Paint
209 Disclosure, and a Disclosure of Information on Radon Hazards. Seller has no knowledge of and has not notified
210 Sponsoring Broker of any defects or other material facts concerning the Property. If Seller later learn of any other
211 material defects, environmental defects and other facts adversely affecting the value or desirability of the Property,
212 Seller shall immediately sign and deliver to Designated Agent an appropriate revised disclosure(s). Seller understands
213 that Designated Agent, prospective buyer, and other real estate brokers may rely upon the aforesaid disclosures, and
214 the assurances of Seller in this paragraph. If any of these defects are found, the Buyer at his sole discretion, may accept
215 the plan of remediation or determine to terminate the Contract. In the event herein, the non-terminating Party shall be
216 obligated to sign the document terminating this Contract.

217
218 13. **LEAD BASED PAINT.** Seller acknowledges said Property IS or IS NOT target housing (housing built prior to 1978)
219 under the Residential Lead Based Paint Hazard Reduction Act – Title x 42 U.S.C. 4852 et seq., (“Act”) a explained in the
220 pamphlet “Protect Your Family From Lead In Your Home.” Seller acknowledges that they have received said pamphlet. Seller
221 agrees to comply with the requirements of said Act to the best of Seller’s ability and to not knowingly provide the Agency or
222 others any false or inaccurate information regarding the disclosures required under and by the terms of the Act.

223
224 14. **MINIMUM SERVICES.** Illinois Public Act 93-957 provides that the Sponsoring Broker through one or more of its
225 sponsored licensed real estate agents (such as the Designated Agent) must provide, at a minimum, the following
226 services to the Seller; (1) Accept delivery of and present to the Seller offers and counteroffers to buy, sell or lease the
227 Property the client seeks to purchase or lease; (2) Assist the Seller in developing, communicating, negotiating and
228 presenting offers, counter offers and notices that relate to the offers and counteroffers until a lease or purchase
229 Agreement is signed and all contingencies are satisfied or waived; and (3) Answer the client’s questions relating to the
230 offers, counteroffers, notices and contingencies.

231
232 15. **EARNEST MONEY. The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies** held in
233 escrow be deemed “abandoned” and shall be paid to the office of the Treasurer of the State of Illinois to be held as part
234 of the Treasurer’s special fund, if all of the following transpire: (i) the absence of disbursement, (ii) the absence of the
235 notice of filing of a claim in a court of competent jurisdiction, and (iii) six months have elapsed from the receipt by the
236 Sponsoring Broker of a written demand for the escrow monies by either principal to the transaction or either
237 principal’s duly authorized agent. **EARNEST MONEY SHALL BE HELD IN AN ESCROW ACCOUNT UNTIL CLOSING**
238 **PURSUANT TO THE TERMS OF ANY REAL ESTATE SALE CONTRACT AND IF HELD IN SPONSORING BROKER’S**
239 **ESCROW ACCOUNT, IN ACCORDANCE WITH THE ILLINOIS REAL ESTATE LICENSE ACT. ACCORDING TO SEC 20-20**
240 **(H) (8) (I) OF THE REAL ESTATE LICENSE ACT, BOTH BUYER AND SELLER MUST AGREE AND SIGN THE NOTICE OF**
241 **TERMINATION FOR THE SPONSORING BROKER TO RELEASE EARNEST MONEY TO EITHER PARTY. THE**
242 **SPONSORING BROKER WILL BE ABLE TO RETAIN EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND**
243 **COURT COSTS, INCURRED BY SPONSORING BROKER AND TO PAY ESCROW MONEY, IF HELD BY SPONSORING**
244 **BROKER, INTO COURT IN THE EVENT OF A DISPUTE. IN THE EVENT THAT ANY BUYER FORFEITS THE EARNEST**
245 **MONEY, IT IS HEREBY AGREED THAT ALL EXPENSES INCURRED BY SPONSORING BROKER BE DEDUCTED FIRST**
246 **WITH THE BALANCE BEING EQUALLY DIVIDED BETWEEN THE SELLER AND SPONSORING BROKER, PROVIDED**
247 **THAT THE SPONSORING BROKER’S SHARE SHALL NOT EXCEED THE AMOUNT SPONSORING BROKER WOULD HAVE**
248 **RECEIVED IF THE SALE HAD BEEN CONSUMATED. THIS PROVISION SHALL NOT PREVENT THE SPONSORING**
249 **BROKER FROM PREVAILING UPON A CLAIM FOR THE FULL COMPENSATION PAYABLE TO SPONSORING BROKER**
250 **FOR SELLING THE PROPERTY TO ANOTHER BUYER.**

251
252 16. **DISCLAIMER.** Seller shall indemnify and save and hold Sponsoring Broker and Broker’s agents harmless from all
253 claims, disputes, lawsuits, judgments and costs including reasonable attorney’s fees and court costs arising from any
254 misrepresentations made by Seller, inaccurate information supplied by Seller, material problems with the Property, or
255 any other latent defects in the Property, which are known to the Seller and the Seller fails to disclose same. Further the

Seller 

Seller initials acknowledge they have read this page.

Sponsoring Broker shall have no responsibility to verify the financial status or the ability of a Buyer or Tenant to procure financing to purchase/lease the property.

17. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT. The provisions of this Paragraph are copied directly from the applicable provisions of the Contract to Purchase Real Estate, prepared by the Southwestern Illinois Board of REALTORS®, for use by its members (For purposes of this paragraph, such contract is referred to as the "Purchase Contract"). The intent of this Paragraph is to proactively advise Seller of Seller's obligations under the Purchase Contract, and the timelines associated therewith, when a Buyer is determined. Any term not defined in this Agreement shall have the meaning ascribed to such term in that Purchase Contract.

Municipalities and governmental bodies (including the health department for septic and/or aeration system inspection) vary in their occupancy requirements, which include, without limitation, the time for applying for the permit, the number of occupants permitted, and the requirement that both Buyer and the Seller receive authorization to occupy the Property ("Occupancy Regulation(s)" or "Occupancy Permit").

If Seller is required to order an occupancy inspection and comply with all Governmental requirements of the Seller, Seller agrees to request same, at Seller's expense, within five (5) days of the Effective Date. If the Buyer is required to apply for an Occupancy Permit, Buyer shall apply for the Occupancy Permit within a reasonable time after the Seller has requested an occupancy inspection and shall obtain the Occupancy Permit, per Governmental requirements. If not required by either party specifically, then the Seller will order the occupancy inspection. Occupancy Regulation(s) must be actually complied with prior to Closing.

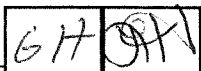
In the event the Property does not meet such Occupancy Regulation(s) or pass such occupancy inspection and Seller notifies Buyer in writing within **seven (7) days after date of receipt of the occupancy inspection report from the applicable governmental authority**, that Seller has not agreed to make the corrections, Buyer and Seller shall have **ten (10) days after date of Buyer's receipt of the Seller's notice to reach an agreement** as to who will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of any correction. (Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. loan approval, down payment, interest rate, and private mortgage insurance, and lack of an Occupancy Permit at Closing may also affect Buyer's ability to obtain an Occupancy Permit in the future and utility service). If reinspection is required, Seller pays unless otherwise specified.

The Purchase Contract further states that if no written agreement is reached within **said ten (10) days**, either party may terminate [the Purchase Contract] and refers to the applicable termination procedures for the Purchase Contract. A written commitment by Seller within **said ten (10) day period** to make all the required corrections, at Seller's expense, prior to Closing, or a written commitment within the **said ten (10) day period** by Buyer to accept the Property without the correction or repair (if permitted by Occupancy Regulation(s)) shall constitute an "agreement" for purposes of this Paragraph, even after earlier negotiations failed to produce such an agreement.

Buyer is cautioned not to rely on the Occupancy Regulation(s) but should also satisfy himself/herself otherwise as to the condition of the Property.

18. USE OF LISTING CONTENT: INTELLECTUAL PROPERTY LICENSE. Unless Seller delivers to Sponsoring Broker a written certification, in a form acceptable to Sponsoring Broker or indicates in this agreement, that Seller does not desire the Listing Content to be disseminated by a multiple listing service, Seller agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Sponsoring Broker or Designated Agent (the "Seller Listing Content"), or otherwise obtained or produced by Sponsoring Broker or Designated Agent in connection with this Agreement (the "Sponsoring Broker Listing Content"), and any changes to the Seller Listing Content or the Sponsoring Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Sponsoring Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever. Seller represents and warrants to Sponsoring Broker that the Seller Listing Content and the license granted to Sponsoring Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Seller acknowledges and agrees that as between Seller and Sponsoring Broker, all Sponsoring Broker Listing Content is owned exclusively by Sponsoring Broker, and Seller has no right, title or interest in or to any Sponsoring Broker Listing Content.

Seller



Seller initials acknowledge they have read this page.

315
316
317

19. INTERNET DATA EXCHANGE (IDX) AND VIRTUAL OFFICE WEBSITE (VOW) SERVICES FROM MARIS, INC. (These options only pertain to information or data supplied by MARIS)

31 Only one of Option A or Option B may be selected to avoid or limit the information about the Property on the Internet:

319 Option A) I have advised my Designated Agent that I do not want the listed Property to be displayed on the
320 Internet; or

321 Option B) I have advised my Designated Agent that I do not want the address of the listed Property to be
322 displayed on the Internet.

323 **If information about the Property is to appear on the Internet, the Seller(s) may elect to choose one of these**
324 **additional options:**

325 Option C) I have advised my Designated Agent that I have elected to not allow third-party comments,
326 reviews or a hyperlink to the comments or reviews about the listed Property

327 Option D) I have advised my Designated Agent that I have elected not to allow an automated estimate of
328 the market value of the listing or hyperlink to such estimate.

329 I understand and acknowledge that, if I have selected Option A), consumers who conduct searches on the Internet will
330 not see any information about my listed Property in response to their search.

331

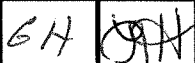
332 **20. MEDIATION/ARBITRATION/LITIGATION.** Seller agrees that all disputes or claims (falling below the small claims
333 maximum threshold for the County in which the subject Real Estate is located) (as between the Sponsoring Broker and
334 Seller), shall be filed through the small claims procedures established through courts of local jurisdiction for the County in
335 which the subject Real Estate is located. Seller agrees that any disputes or claims arising out of or relating to this
336 Agreement in an amount exceeding the County's small claims maximum threshold, for the County in which the subject Real
337 Estate is located, including without limitation, disputes for the return of the Earnest Money, the breach of this Agreement,
338 or the services provided in relation to this Agreement, negligence and/or fraud ("Disputes"), shall be submitted to
339 mediation in accordance with the Rules and Procedures of the Homesellers/Homebuyers Dispute Resolution System as
340 established by the National Association of REALTORS®. The mediation shall be conducted solely between the Seller and
341 the Sponsoring Broker, and no other third parties may be involuntarily joined into such process. Any Agreement signed by
342 the Parties pursuant to the mediation conference shall be binding. Any disputes not resolved by small claims procedure or
343 mediation shall be arbitrated between the parties by the U.S. Arbitration and Mediation Midwest, Incorporated in
344 accordance with its relevant arbitration rules. The arbitrator's decision shall be final and binding and judgment may be
345 entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or
346 fails to comply with the arbitrator's award, the other Party is entitled to costs of suit including a reasonable attorney's fee
347 for having to comply with arbitration or defend or enforce the award. The provisions of this Section concerning arbitration
348 apply to any Disputes or claims brought between the Parties.

349 The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial foreclosure
350 or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer action; (c) the filing or
351 enforcement of a mechanics' lien; or (d) any matter which is in the jurisdiction of a probate court.

352 The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment,
353 receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a
354 statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Section nor shall
355 it constitute a breach of the duty to mediate and/or arbitrate. The escrow agent may not be joined in any action
356 involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the final judgment or
357 arbitration award. However, the Escrow Agent may institute an interpleader action to determine the proper receipt of
358 the Earnest Money. any attorney's fees or other expenses of the Escrow Agent shall be paid from the Earnest Money
359 prior to disbursement to the Parties.

360 **21. REMEDIES UPON DEFAULT.** If either party defaults in the performance of any obligation of this Agreement, the party
361 claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of the nature of
362 the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with a deadline to cure
363 the default. In the event the default is not cured, then the Non-Defaulting party may seek any remedy at law or in equity.
364 In the event of litigation or arbitration between the Parties, the prevailing party may recover, in addition to damages
365 and/or equitable relief, the cost of litigation, applicable fees, and reasonable attorney's fees.

367
3

Seller 

Seller initials acknowledge they have read this page.

- 369 22. **NOTICES.** Any notice required under this Agreement shall be given to the other party, in writing, either personally, by
370 facsimile/electronic transmission or Certified Mail, postage prepaid, with Return Receipt Requested, at the last known
371 address or transmission number of the party. All such notices shall be deemed to have been given on the date of personal
37 service or on the date of proof of successful facsimile/electronic transmission. Such notice shall be sufficient if served upon
373 or addressed to any one Seller.
374
- 375 23. **FACSIMILE/ELECTRONIC COPIES.** Fully executed facsimile/electronic (e-mail, scanned, digital signatures, etc.)
376 copies shall be deemed true copies including signatures of the parties; however, the parties shall exchange original
377 documents if required.
378
- 379 24. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and **NO ORAL**
380 **REPRESENTATION,** warranty or covenant exists other than those herein set forth.
381
- 382 25. **AMENDMENTS.** No amendment or alteration to the terms of this Agreement, including (but not limited to) the
383 amount and/or timing of the compensation to be payable to Sponsoring Broker, shall be valid or binding unless made
384 in writing and signed by the parties.
385
- 386 26. **GOVERNING LAW.** Terms and provisions of this Agreement shall be interpreted, subject to and governed by the laws
387 of the State of Illinois.
388
- 389 27. **CONSTRUCTION.** Words of gender used in this Agreement, shall be held and construed to include any other gender,
390 and words in the singular shall be held in the plural, and vice versa, unless the context requires otherwise.
391
- 392 28. **BINDING EFFECT.** This Agreement shall be binding on and for the benefit of the parties and their respective heirs,
393 personal representatives, executors, administrators, successors or assigns.
394
- 395 29. **AGENT INTEREST.** Pursuant to 225 ILCS 454/10-27 _____ is a licensed real estate broker and
396 has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this transaction.
397
- 398 30. **ACCURACY OF INFORMATION.** This information concerning the property set forth in this agreement has been
399 furnished to the Sponsoring Broker by the Seller or his representatives, and the Seller represents that to the best of his
400 knowledge, information, and belief, such information is true, and if it is established that such information and
401 representations are incorrect or untrue, Seller agrees to indemnify and hold harmless the Sponsoring Broker from any
402 and all loss, damage or expense to which Sponsoring Broker may be subjected in connection therewith, including
403 attorney's fees. Seller will not be liable for negligent acts or omissions of the Sponsoring Broker.
404
- 405 31. **ADDENDA:** If checked, the following pre-printed addenda are made a part of this Listing Agreement.
- 406 Addendum R – Residential Real Property Disclosure Report
 - 407 Auction Attachment
 - 408 Lead Based Paint Disclosure
 - 409 Lockbox Authorization
 - 410 Radon Disclosure
 - 411 Short Sale Addendum
 - 412 Solar Panel Addendum
 - 413 Additional Addendum _____
 - 414
- 415 32. **SPECIAL AGREEMENT(S).** _____
416 _____
417 _____
418
- 419 33. **TERMINATION.** Sponsoring Broker shall be entitled to terminate this Exclusive Right to Sell Listing Agreement in the
420 event of Seller's refusal or inability to conform to the Seller's obligations provided herein. The Broker Termination of
421 Listing Agreement shall be used to memorialize Broker's election to terminate this Agreement and each Party's
422 release of rights and obligations arising hereunder.

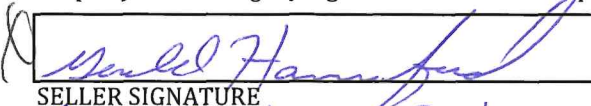
Seller 

Seller initials acknowledge they have read this page.

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34. **AUTHORITY TO SIGN.** By signing this document, you are certifying that you are the authorized owner(s) of the Property and can legally sign for and bind the Property.

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SELLER SIGNATURE

Gerald Hannaford

~~Kevin Ledbetter~~

PRINT SELLER'S NAME

3104 Keil Dr. Belleville

SELLER'S ADDRESS

(618) 910-9595

SELLER'S PHONE/FAX #

Keithh1956@gmail.com

SELLER'S EMAIL ADDRESS

By:



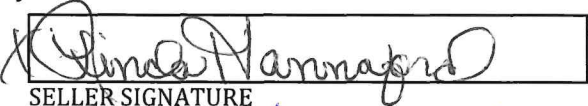
SELLER'S DESIGNATED AGENT(S)

By:



SELLER'S DESIGNATED AGENT(S)

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SELLER SIGNATURE

Linda Hannaford

~~Jessica Ledbetter~~

PRINT SELLER'S NAME

3104 Keil Dr. Belleville IL. 62226

SELLER'S ADDRESS

(618) 910-2796

SELLER'S PHONE/FAX #

lindahcpc@yahoo.com

SELLER'S EMAIL ADDRESS




Signature of Sponsoring Broker or Designated Managing Broker on behalf of the Sponsoring Broker

5/29/25

DATE AND TIME ACCEPTED BY Sponsoring Broker or Designated Managing Broker on behalf of the Sponsoring Broker

(This Listing Agreement shall not be valid until it has the signature of the Sponsoring Broker or Designated Managing Broker on behalf of the Sponsoring Broker)

Seller



Seller initials acknowledge they have read this page.