

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.

Property Address: 664 STATE Hwy 145 N. Simpson IL

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.
- (c) HAM Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- (d) HAM 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 Acknowledgment (initial) (if applicable)

- (g) TH 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 provided is true and accurate.

Seller	<u>Mary Ann Marose</u> Printed Name	Seller	_____	Printed Name
Seller	<u>[Signature]</u> Signature	Date	<u>3-10-26</u>	Seller Signature _____ Date _____
Purchaser	_____ Printed Name	Purchaser	_____	Printed Name
Purchaser	_____ Signature	Date	_____	Purchaser Signature _____ Date _____
Agent	<u>Tonya Hughes</u> Printed Name	Agent	_____	Printed Name
Agent	<u>[Signature]</u> Signature	Date	<u>3-10-26</u>	Agent Signature _____ Date _____

RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT (765 ILCS 77/35)

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 SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 664 State Hwy 145

City, State & Zip Code: Simpson, Illinois 62985

Seller's Name: Maryann Marose

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 March 10, 2026. 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, a "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.

- | 1. | YES | NO | N/A | |
|-----|-------------------------------------|-------------------------------------|-------------------------------------|--|
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Seller has occupied the property within the last 12 months.
(If "no," please identify capacity or explain relationship to property.)
<u>1</u> |
| 2. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I currently have flood hazard insurance on the property. |
| 3. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| 4. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware that the property is located in a floodplain. |
| 5. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 6. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| 7. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the walls, windows, doors, or floors. |
| 8. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the electrical system. |
| 9. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the well or well equipment. |
| 11. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe conditions in the drinking water. |
| 12. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 13. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the fireplace or wood burning stove. |
| 14. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 15. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises. |
| 16. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 17. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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. |
| 18. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| 19. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects. |
| 20. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| 21. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of underground fuel storage tanks on the property. |
| 22. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of boundary or lot line disputes. |
| 23. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| 24. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 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. |

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 *et seq.*

Section 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 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. 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 real 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 or a beneficiary who has both (i) never occupied the residential real property and (ii) never had management responsibility for the residential real property.

“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.

Section 10. Applicability. 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. 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 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.

(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.

Section 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.

Section 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.

Section 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.

Section 35. Disclosure report form. . . . [omitted]

Section 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

