



Illinois REALTORS®
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: 1016 Tolle Road
 City, State & Zip Code: Mount Vernon Illinois 62864
 Seller's Name: Lynn Allan Sandusky

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 _____, 20____. 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.

- | | YES | NO | N/A | |
|-----|--------------------------|-------------------------------------|-------------------------------------|---|
| 1. | <input type="checkbox"/> | <input checked="" 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>Property has been continuously occupied by renters, has never been vacant</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 type="checkbox"/> | <input checked="" 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 checked="" 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 type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" 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. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary: _____

Property was continuously occupied, any defects were corrected immediately. Property on high plain elevation, no floods. No mines under property. No code violations ever. No fireplace or wood stove ever. Only use city water and sewage. Basement rebuilt with new lining. Has drains for any flooding of floor. No drug manufacturing.

Check here if additional pages used: _____

Seller certifies that seller has prepared this report and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

THE SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO CLOSING.

Seller: Lynn Allan Sandusky Date: 03/20/2023

Seller: _____ Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT THE PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF SECTIONS 5 THROUGH 65 OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

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.

Section 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.

Section 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, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure 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 false 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.

Section 60. Limitation of Action. 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.

Section 65. Disclosure Report Form; Contents; Copy of Act. 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.

Date provided to Buyer: _____

Seller: Lynn Allan Dardusky