

AUCTION

11794 E. Richview Rd. Mt. Vernon, IL



October 3, 9am

618.521.7818





ILLINOIS REALTORS®
NOTICE OF NO AGENCY RELATIONSHIP



Name of Licensee: Kimberly Duncan

Name of Sponsoring Brokerage Company: Kim Duncan Auction & Realty

Property Address: 11794 E. Richview Rd., Mt. Vernon, IL 62864

☒ **NOTICE OF NO AGENCY RELATIONSHIP**
(Check here if you represent either seller or buyer)

Thank you for giving Licensee the opportunity to (Insert description of work, i.e. showing property of a FSBO)
Show the property, Take your bid, Guide you through contract to purchase

in regard to the above mentioned property.

Licensee's Sponsoring Broker has previously entered into an agreement with a client to provide certain real estate brokerage services through Licensee who acts as that client's designated agent. As a result, Licensee will not be acting as your agent.

THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS REQUIRED BY STATE LAW.


Licensee's Signature

Date 7/15/2020

Print Customer's Name (OPTIONAL)

Customer Signature (OPTIONAL)

Date _____

Print Customer's Name (OPTIONAL)

Customer Signature (OPTIONAL)

Date _____

QUICK FACTS:

11794 E. Richview Road, Mt. Vernon, IL

Year Built: 1977 Sq. Ft. Approx. 5,048 of living space not including pool room with 1,820 sq. ft. Heat: Gas/Forced Air
Air: Central Septic:: Aerator Outbuilding : 36 x 40 Garage: 2 car w/carport: approx. 20 x 24
Taxes: \$5,625 with no exemptions Lot size: 3 Acres City limits: Outside city limits Kitchen: Eat-In Kitchen, 11 x 26
Dining Room: 13 x 14 Living Room: 32 x 15 Master BR: 16 x 30 BR 2: 14 x 11 BR 3: 11 x 14 BR 4: 17 x 11
Family Room: 22 x 24 Partially finished bonus room over pool: 28 x 61



AUCTION TERMS

11794 E. Richview Rd., Mt. Vernon, IL

Sale Method: Property to be offered at absolute auction and will sell to the highest bidder

Survey: No survey is provided

Possession: At closing

Taxes: Prorated to date of closing

Financing: Sale is NOT contingent on financing. Make arrangements prior to bidding. THIS MEANS ALL INSPECTIONS, APPRAISALS OR ANYTHING ELSE LENDER REQUIRES MUST BE DONE PRIOR TO BIDDING. ONCE PROPERTY IS SOLD, WINNING BIDDER IS EXPECTED TO FOLLOW THROUGH OR LOSE EARNEST MONEY. PLEASE BID ACCORDINGLY.

Registration: In order to bid, potential bidders must provide bank letter of guarantee or verification of funds, positive identification and read, agree and sign the terms of auction. Online bidders must register no later than 1 week prior to auction. Additional terms may apply for online bidders. Contact auction company for details.

Buyer's premium: A 10% buyer's premium will be added to high bid to become total contract price. 10.5% for online bidders

Earnest Money and Purchase agreement: Immediately following the close of bidding, the approved high bidder will deposit with Kim Duncan Auction & Realty, \$5,000 earnest money and sign a purchase agreement with the seller. Balance due at closing no later than 45 days after signing of contract. In the event of default by the buyer, earnest money will NOT be refunded.

Conditions and Easements: Sale is subject to all easements, covenants and restrictions on record.

Kim Duncan Auction & Realty and Kim Duncan Auctioneer are agents for the Seller only.

Disclaimer and Absence of Warranties

All information contained herein and all related materials are subject to the terms and conditions outlined in the agreement to purchase. Announcements made by the auctioneer at the time of the sale will take precedence over any previously printed material or any other oral statement made. The property is being sold As-Is Where-Is and no warranty or representation, either expressed or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries and due diligence concerning the property. The information provided is believed to be accurate and true, but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the auction company or its agents. Conduct at the auction and increments of bidding are at the direction and discretion of the auctioneer. The seller and auction company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, etc. All decisions of the auctioneer are final and all announcements made day of sale by the auctioneer take precedence over printed material or spoken information made prior to sale.

ALL REAL ESTATE AUCTIONS CONDUCTED BY KIM DUNCAN AUCTION & REALTY ARE VIDEO RECORDED BEFORE, DURING AND AFTER AUCTION. BY ATTENDING, YOU AGREE TO THESE TERMS.

Auctioneer and seller reserve the right to cancel this auction prior to auction start time if deemed necessary

Full
Illinois, 1 AC +/-



Boundary

DUE DATE 09-20-2018	PAY TO: BOB WATT COUNTY COLLECTOR 100 SOUTH 10TH STREET, RM 100 MT VERNON, IL 62864	DUE DATE 11-20-2018	TOTAL TAX 5,625.26	PAY TO: BOB WATT COUNTY COLLECTOR 100 SOUTH 10TH STREET, RM 100 MT VERNON, IL 62864
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INDEX # 06-25-226-003	1st 2017 INSTALLMENT		INDEX # 06-25-226-003	2nd 2017 INSTALLMENT	
BACK TAX	1ST 2,812.63	<input type="checkbox"/> CHECK <input type="checkbox"/> CASH	INDEMNITY	2ND 2,812.63	<input type="checkbox"/> CHECK <input type="checkbox"/> CASH
INTEREST		AMOUNT COLLECTED	INTEREST		AMOUNT COLLECTED
			COSTS		

1

06-25-226-003
WALTERS, STEPHANIE W TRUSTEE
WALTERS, TORI
P O BOX 76
GLEN CARBON IL 62034

2

06-25-226-003
WALTERS, STEPHANIE W TRUSTEE
WALTERS, TORI
P O BOX 76
GLEN CARBON IL 62034

DETACH AND SEND THIS COUPON WITH YOUR FIRST PAYMENT

DETACH AND SEND THIS COUPON WITH YOUR SECOND PAYMENT

BOB WATT - JEFFERSON COUNTY COLLECTOR

OFFICE HOURS 8:00 AM-4:30 PM
MONDAY-FRIDAY PHONE 618-244-8010

TIF FAV	PAY 2017 2018	INDEX NUMBER 06-25-226-003	CLASS CODE 0040	TAXES FOR REAL ESTATE TAX BILL		TAX CODE 77132
1977 EQUALIZED 17,830	TAXING BODY		CURRENT YEARS RATE	% OF TOTAL	CURRENT YEARS TAX	INCREASE/DECREASE
SENIOR CAP BASE	JEFFERSON COUNTY		0.690940	8.09%	455.12	8.80
PRIOR YEAR TAX 5,517.90	SHILOH TOWNSHIP		0.124290	1.45%	81.86	-0.54
FAIR CASH VALUE 197,610	SHILOH ROAD		0.255460	2.99%	168.28	-5.06
ACRES OF LAND 3.00	MT VERN CTY E80		3.436320	40.23%	2,263.50	60.50
ACRES OF FARMLAND	MT VERNON HI H201		2.571410	30.11%	1,693.78	24.90
LAND VALUE 3,822	REND LAKE CO JC521		0.653550	7.65%	430.50	13.44
* BULD. AND IMPROV. 60,485	REND LAKE CONS DIS		0.053270	0.62%	35.08	-0.66
* HOME IMP/ENTERPRISE	JEFFERSON FIRE DIS		0.398650	4.66%	262.60	3.66
* TOTAL VALUE 64,307	AIRPORT AUTHORITY		0.160780	1.88%	105.90	0.10
X MULTIPLIER 1.0243	C E BREHM MEM LIBR		0.195280	2.28%	128.64	2.22
						15.30

If you have questions regarding the following please call:

Name/address change/assessments

Lost bill/payment information

Tax rates/redemptions

*To pay online: Go To - jeffersoncountyillinois.com

Supervisor of Assessments 618-244-8016 ext #7

County Collector/Treasurer 618-244-8010

County Clerk 618-244-8020 ext #3

**PREPAY CUSTOMERS PAY IN OFFICE OR CALL 618-244-8010

* HOMES LEAD	1ST DUE DATE 09-20-2018	2ND DUE DATE 11-20-2018	BILLING ADDRESS WALTERS, STEPHANIE W TRUSTEE WALTERS, TORI P O BOX 76 GLEN CARBON IL 62034
* DISABLED/VETERANS	1ST INSTALLMENT 2,812.63	2ND INSTALLMENT 2,812.63	PROPERTY ADDRESS 11794 E RICHVIEW RD MT VERNON IL 62864
* RETURNING VETERANS	INTEREST	COSTS	OWNER'S NAME WALTERS, STEPHANIE W TRUSTEE
* FARMLAND	FIRST INSTALLMENT PAID 09/19/2018	SECOND INSTALLMENT PAID 11/19/2018	LEGAL DESCRIPTION 2S 2E
* FARM BUILDINGS			PT NE NE
* NET TAXABLE 65,870			
X RATE 8.539950			
* CURRENT TAX 5,625.26			
* BACK TAX			
= TOTAL TAX 5,625.26	AMOUNT COLLECTED 2,812.63	AMOUNT COLLECTED 2,812.63	

Book Page Date / /



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. 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: 11794 E. Richview Rd
 City, State & Zip Code: Mt. Vernon IL 62864
 Seller's Name: Stephanie Walters

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 , and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. 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, "am 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of flooding or recurring leakage problems in the crawl space or basement.
3.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.	<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).
5.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of leaks or material defects in the roof, ceilings, or chimney.
6.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the walls, windows, doors, or floors.
7.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the electrical system.
8.	<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).
9.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the well or well equipment.
10.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe conditions in the drinking water.
11.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the fireplace or wood burning stove.
13.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe conditions in the septic, sanitary sewer, or other disposal system.
14.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of radon on the premises.
15.	<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.
16.	<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.
17.	<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.
18.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of current infestations of termites or other wood boring insects.
19.	<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.
20.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of underground fuel storage tanks on the property.
21.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of boundary or lot line disputes.
22.	<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.
23.	<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: 2 The sump pump in the basement will remove water which comes in during excessive downpours of rain. (5) The interface between the silo wall and the roofline has leaked and is remedied by re-sealing periodically. (15) I am aware there is vermiculite exposed, but do NOT know if it contains asbestos -

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement 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.

Seller: [Signature] Date: 7-15-2020

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 HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

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

Vermiculite was tested and no asbestos found.
See report in additional information (8/18/20)

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 is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

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. Applicability; Exceptions. The provisions of this Act do not apply to the following:

(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.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(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 form 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 not been occupied.

Section 20. Disclosure Report; Completion; Time of Delivery. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of 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 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 supplement. If, prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

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

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. 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 personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. Effect of Act on Other Statutes or Common Law. This Act is not intended to limit 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. Disclosure Report; Method of Delivery. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal or facsimile delivery to the prospective buyer;

(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, UPS, or Airborne, 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 document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person 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 he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney 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 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: _____



ILLINOIS REALTORS® DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED 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.

Property Address: 11794 E. Richview Rd., Mt. Vernon, Illinois 62864

Seller's Disclosure (Initial)

SW

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

SW

(b) Records and Reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

____ (c) Purchaser has received copies of all information listed above.

____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

____ (e) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

RD

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller [Signature] Date 7-15-2020

Seller _____ Date _____

Agent [Signature] Date 7/15/20

Purchaser _____ Date _____

Purchaser _____ Date _____

Agent _____ Date _____

(This disclosure form should be attached to the Contract to Purchase.)
FORM 420 (05/2019) COPYRIGHT ILLINOIS REALTORS®



ILLINOIS REALTORS®
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.

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.
- W (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- W (d) 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 Acknowledgement (initial IF APPLICABLE)

- W (g) 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 has provided is true and accurate.

Seller [Signature] Date July 2, 2020
Seller _____ Date _____
Purchaser _____ Date _____
Purchaser _____ Date _____
Agent [Signature] Date 7-2-20
Agent _____ Date _____

Property Address: 11794 E. Richview Road
City, State, Zip Code: Wt. Vernon, IL 62864