



RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. 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 MAYBE 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 SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: R.R. 1 Box R.R.City, State & Zip Code: Eldred, IL 62027 IL 62711Seller's Name: Lelia Roundcount Farm Trust

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 October 1, 2022, 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. ☐ ☒ ☐ Seller has occupied the property within the last 12 months. (No explanation is needed.)
2. ☐ ☒ ☐ I am aware of flooding or recurring leakage problems in the crawlspace or basement.
3. ☐ ☒ ☐ I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4. ☐ ☒ ☐ I am aware of material defects in the basement or foundation (including cracks and bulges).
5. ☒ ☐ ☐ I am aware of leaks or material defects in the roof, ceilings or chimney. *Roof is aging, chimney may need tuck pointing. No leaks.*
6. ☐ ☒ ☐ I am aware of material defects in the walls, windows, doors or floors.
7. ☐ ☒ ☐ I am aware of material defects in the electrical system.
8. ☐ ☒ ☐ 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. ☐ ☐ ☒ I am aware of material defects in the well or well equipment.
10. ☐ ☒ ☐ I am aware of unsafe conditions in the drinking water.
11. ☐ ☒ ☐ I am aware of material defects in the heating, air conditioning, or ventilating systems.
12. ☐ ☒ ☐ I am aware of material defects in the fireplace or woodburning stove.

Check here if additional pages used:

13. ☒ I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14. ☒ I am aware of unsafe concentrations of radon on the premises.
15. ☒ I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16. ☒ 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. ☒ I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18. ☒ I am aware of current infestations of termites or other wood boring insects.
19. ☒ I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20. ☒ I am aware of underground fuel storage tanks on the property.
21. ☒ I am aware of boundary or lot line disputes.
22. ☒ 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. ☒ 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:

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 his 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: Ke Roudet Date: 10/5/20

Seller: _____ Date: _____

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. 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: _____

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5: 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.

“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. 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. The provisions of the 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 judgement, 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 judgement 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. 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 the 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. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

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 the 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. 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. 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 the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to 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 the 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. No action for violation of the 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.

Buyer's initials _____ (optional)



CAPITAL AREA REALTORS®
Addendum to Contract to Purchase Real Estate
AS-IS CONDITION ADDENDUM (CAR 109)



(NOT TO BE USED WITH BUYER'S INSPECTION ADDENDUM OR RELATED REPAIR ADDENDUM)

This Addendum is attached to and made part of the Contract to Purchase Real Estate at *(property address)*
 R.R. 1 Box 65 (Parcel 12-131-36-1) Eldred, IL 62027 IL 62711. The parties further agree as follows:

Any conflicts between this Addendum and the Contract to Purchase Real Estate referenced above shall be settled in favor of this Addendum. Unless expressly set forth in the Contract and/or in the Residential Real Property Disclosure Report, if applicable, Seller has made no representations concerning the physical condition of the Real Estate, including the building, improvements, fixtures, equipment and appliances thereon and the environmental condition thereof.

For the purpose of this Addendum the phrase "in its present AS-IS condition" shall mean at the time of Contract acceptance. Buyer shall have the right for a final walk-through at any time prior to closing or possession, whichever occurs first, for the purpose of determining whether any material changes have occurred since the Contract acceptance date. Except for damage by casualty which shall be governed by paragraph 11 of the Contract to Purchase Real Estate, Seller warrants that any material changes in the Real Estate that occur between the Contract acceptance date and the time of closing or possession, whichever occurs first, will be remedied at Seller's expense.

(initial one option below)

WAIVER OF ALL INSPECTIONS:

(Buyer initials) Buyer is fully familiar with the physical condition of the Real Estate, including the building, improvements, fixtures, equipment and appliances thereon and the environmental condition thereof, and waives all inspections. **BUYER, THEREFORE, AGREES TO ACCEPT THE REAL ESTATE AT CLOSING IN ITS PRESENT "AS-IS" CONDITION.**

(Seller initials)

INSPECTIONS ALLOWED:

(Buyer initials) Buyer shall retain the right to have the Real Estate inspected, at Buyer's expense, by a licensed inspector or qualified contractor within _____ calendar days following *(check one)* [] the acceptance date of the Contract or [] satisfaction of the contingency referenced in CAR 340 (Contingency - Pending Contract on Buyer's Real Estate), referred to as the "Inspection Period". If Buyer's inspection(s) uncover any material defects in the Real Estate (a) Buyer shall be entitled to terminate the Contract prior to the expiration of the Inspection Period provided above, and (b) Seller shall have no obligation whatsoever to correct such defects or repair the Real Estate as a result of such inspections including inspection for wood infestation. For the purpose of this Addendum a "material defect" means a condition that would have a substantial effect on the value of the Real Estate, significantly impair the health or safety of future occupants of the Real Estate, or involves a mechanical, roof or structural component that is not in functional working order. Upon discovery of a material defect Buyer, at Buyer's option, may declare the Contract null and void (e.g., via Notice of Contract Termination - CAR 329) within the inspection period provided above. **IN THE EVENT BUYER DOES NOT NOTIFY SELLER OF BUYER'S ELECTION TO DECLARE THE CONTRACT NULL AND VOID WITHIN THE TIME FRAME SPECIFIED ABOVE, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT WITHOUT THE CONTINGENCY AND BUYER, THEREFORE, AGREES TO ACCEPT THE REAL ESTATE AT CLOSING IN ITS PRESENT "AS-IS" CONDITION.**

(Seller initials)

Buyer acknowledges and agrees that neither Buyer's nor Seller's respective Brokers are qualified, or licensed, to conduct due diligence or inspections with respect to the Real Estate and Buyer expressly releases and holds harmless Brokers from and against any liability for any defects or conditions in the Real Estate, if any, that could have been discovered by an investigation or inspection.

BUYER _____ DATE _____ SELLER Ke Roudcut 10/5/20 DATE _____
 BUYER _____ DATE _____ SELLER _____ DATE _____

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS**

Property Address: R.R. #1 Box 65 Eldred, Illinois 62027 (parcel number) 12-131-36-1

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.

Seller's Disclosure (initial)

_____ (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.

_____ (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 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)

LAW (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d 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.

<u>K. R. R. R.</u> Seller	<u>10/5/20</u> Date	_____ Buyer	_____ Date
_____ Seller	_____ Date	_____ Buyer	_____ Date
<u>[Signature]</u> Listing Agent	<u>10-1-20</u> Date	_____ Cooperating Agent	_____ Date



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.
- KR (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- KR (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)

- LW (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	<u>JG Pandit</u>	Date	<u>10/5/20</u>
Seller	_____	Date	_____
Purchaser	_____	Date	_____
Purchaser	_____	Date	_____
Agent	<u>Luke Worrell</u>	Date	_____
Agent	_____	Date	_____

Property Address: R.R. 1 Box 65 (Parcel 12-131-36-1)

City, State, Zip Code: Eldred, IL 62027 IL 62711