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# RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT (ADDENDUM R)

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.

Propert	v Address	: 1010 F	Iarnett St.		
Property Address:					
	Name:	Michael (	Collins and	Rachael Collins	
Residen	itial Real I	Property	Disclosu	in conditions of the residential real property listed above in compliance with the re Act. This information is provided as of $\frac{08/03/2024}{08/03/2024}$ , 20 The disclosures ties of any kind by the seller or any person representing any party in this transaction.	
"materi	al defect" uld signifi	means a	condition	e actual notice or actual knowledge without any specific investigation or inquiry. In this form, in that would have a substantial adverse effect on the value of the residential real property or health or safety of future occupants of the residential real property unless the seller reasonably in corrected.	
warrant		ective b	uyers may	nformation with the knowledge that even though the statements herein are not deemed to be y choose to rely on this information in deciding whether or not and on what terms to purchase	
(correct	t), "no" (ir	ncorrect]	), or "not a	st of his or her actual knowledge, the following statements have been accurately noted as "yes" applicable" to the property being sold. If the seller indicates that the response to any statement icable, the seller shall provide an explanation in the additional information area of this form.	
1.	Yes ☑	No □	N/A □	Seller has occupied the property within the last 12 months. (If "no," please identify capacity or explain relationship to property.)	
2.		☑		I currently have flood hazard insurance on the property.	
3.		$\checkmark$		I am aware of flooding or recurring leakage problems in the crawl space or basement.	
4.		abla		I am aware that the property is located in a floodplain.	
5.		$\checkmark$		I am aware of material defects in the basement or foundation	
6.		abla		(including cracks and bulges). I am aware of leaks or material defects in the roof, ceilings, or chimney.	
7.		abla		I am aware of material defects in the walls, windows, doors, or floors.	
8.		abla		I am aware of material defects in the electrical system.	
9.		$\checkmark$		I am aware of material defects in the plumbing system (includes such things as water	
10		[7]		heater, sump pump, water treatment system, sprinkler system, and swimming pool).	
10. 11.		∑ ∑		I am aware of material defects in the well or well equipment.  I am aware of unsafe conditions in the drinking water.	
	Seller	/	<del></del>	Buyer and Seller initials acknowledge they have read this page.  Buyer/	
	08/03/24 10:23 AM CD dotloop verifi	08/03/2 08/03/2 08/03/2 08/03/2 08/03/2 08/03/2		Copyright © 2024 Southwestern Illinois Board of REALTORS® Contract to Purchase Residential Real Estate - Updated July 2024	

otloop signatur	re verification:	dtlp.us/hVUD-	rBVG-jxYB				
12.		abla		I am aware of mat	terial defects in the heating, air	conditioning, or ventila	iting systems.
13.		abla		I am aware of mat	terial defects in the fireplace or	wood burning stove.	
14.		abla		I am aware of mat	terial defects in the septic, sani	tary sewer, or other dis	posal system.
15.		lacksquare		I am aware of uns	afe concentrations of radon on	the premises.	
16.		abla		I am aware of uns	afe concentrations of or unsafe	e conditions relating to a	asbestos on the premises.
17.		abla		I am aware of uns	afe concentrations of or unsafe	e conditions relating to l	ead paint, lead
18.		$\square$			plumbing pipes or lead in the s ne subsidence, underground pit	-	pheaval, or other
				earth stability def	fects on the premises.		•
19.		abla		I am aware of cur	rent infestations of termites or	other wood boring inse	ects.
20.		☑		I am aware of a st boring insects.	ructural defect caused by previ	ious infestations of term	nites or other wood
21.		abla		I am aware of und	lerground fuel storage tanks or	1 the property.	
22.		abla		I am aware of bou	indary or lot line disputes.		
23.					otice of violation of local, state of iolation has not been corrected		ations relating to this
24.				I am aware that th	nis property has been used for a 10 of the Methamphetamine (	the manufacture of met	-
					common elements of a condo xclusive use thereof that form		nctual residential real property e condominium unit.
that the	seller rea	sonably l	oelieves	have been corrected	rent condition of the premise d. ", please explain here or use	•	•
		itional pa	_		certifies that the information	n provided is based on	the actual notice or
any pers report, t THE SEL BUYER I	son repre to any per LLER ACK BEFORE T	senting a rson in co NOWLED THE SIGN	ny princ nnectior GES THA ING OF T	ipal in this transact n with any actual or AT THE SELLER IS R THE CONTRACT ANI	restigation or inquiry on the parties to provide a copy of this reaction anticipated sale of the proper EQUIRED TO PROVIDE THIS DIAS A CONTINUING OBLIGATION THIS DISCLOSION.	eport, and to disclose a rty. DISCLOSURE REPORT ATION, PURSUANT TO S	TO THE PROSPECTIVE SECTION 30 OF THE
	chael Collin			,	Rachael Collins		_
Selle	er Printe	d Name			Seller Printed Name		
	rel Collins			dotloop verified 08/03/24 10:23 AM CDT QIVW-UFTO-QXSW-TJLU	Rachael Collins	dotloop verified 08/03/24 8:02 AM CD' PSLF-WJOZ-KCAN-OJB	T 222
Selle	er Signatı	ure		Date & Time	Seller Signature	Date & Time	_
PROPER SUBSTIT NEGOTI A PARTI	RTY SUBJE FUTE FOR ATE. (The CULAR C HE PROSI	ECT TO AIR ANY INS Te remaind TONDITIO	NY OR A PECTIO ler of thi N OR PR	LL MATERIAL DEFE NS OR WARRANTIE s paragraph shall b OBLEM IS NO GUAF	TIES MAY CHOOSE TO NEGOT ECTS DISCLOSED IN THIS REF IS THAT THE PROSPECTIVE E REPINITED IN BOLD TO RANTEE THAT IT DOES NOT INSPECTION OF THE PREMISE	PORT ("AS IS"). THIS DI BUYER OR SELLER MA' HE FACT THAT THE SE EXIST. THE PROSPECTI	ISCLOSURE IS NOT A Y WISH TO OBTAIN OR ELLER IS NOT AWARE OF IVE BUYER IS AWARE
Pros	spective I	Buyer Prii	nted Nar	ne	Prospective Buyer Print	ed Name	
Pros	spective I	Buyer Sigi	nature	Date & Time  RESIDENTIAL	Prospective Buyer Signa  REAL PROPERTY DISCL		
Selle	er/_			-	nitials acknowledge they have re		Buyer/
08/ 10:23 dotloo	//03/24 08/ 0 AM CDT 8:02 Appropriate dotloo	03/24 AM CDT p verified			4 Southwestern Illinois Board of se Residential Real Estate - Upda Page 2 of 5		

# 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.

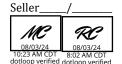
**"Prospective buyer"** means any person or entity negotiating or offering to become an owner or lessee of a ground lease of residential real property by means of a transfer for value to which this Act applies.

"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.



Buyer and Seller initials acknowledge they have read this page.

Buyer	/

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.

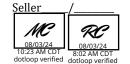
- (a) If a seller discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered "yes" except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the 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 prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.
- (c) 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 delivered to at least one of the sellers by any method set forth 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.



Buyer and Seller initials acknowledge they have read this page.

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**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: _		, 20
Date Provided to Seller:	08/03/2024	- 20



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# MEASUREMENT OF SQUARE FOOTAGE DISCLOSURE

WIEAG	OREMENT OF SQUA	RE FOOTAGE DISCEO	BURE
Contract Dated:			
Property Address: 1010 W	/ Harnett St, Mascoutah, IL	62258	
By and between: Michael	Collins and Rachael Collins		, ("Seller")
and			, ("Buyer").
HAS ADVISED THEM or dwellings, (2) does n markets for sale and/or	THAT BROKER: (1) of independently measureshows to buyers, and (3)	OWLEDGE AND AGREE is not an expert in measuring re the total square footage of makes no opinion, repress of Buyer or Seller, or relied	ng real estate structures of the properties that it entation, or warranty as
properties, then: (1) such only an approximation, standards relied upon for about total square footage the data source, the meanused, the date of meanused to have verifiable and accessibility or measure to have verifiable and accessibility independent to have verifiable and accessibility or measurement standard to the for any property is a calces and property in the property is a calces and property is a	ch information was rece and (3) has not been vor calculating total squa- ge can vary depending usurement standard that vo- surement, and any ob- ement points. One control the county assessor's control verify or warrant the eccurate information about alified professional approached professional approached upon, am an approximation and in the county assessor is control to the county as a control to the co	r shares information about ived from one or more this erified by BROKER. The re footage, measurements, apon many variables, inclusives used, the type of measurements of the structions, impediments of the more for total square footage of the same uncertainty contract for the purchase of footage amount, the partial seed for such purposes.	ard-party sources, (2) is are are several alternate, and the available data ding but not limited to, are ment device that was or other limitations on quare footage is public y assessor's office does formation. If you wish of a particular property, operty according to the ne price per square footage, so price per trainties and limitations e or sale of real estate is
Michael Collins	dotloop verified 08/03/24 10:23 AM CDT YAPZ-SDTI-AUZB-OS3A		
Seller Signature	Date	Buyer Signature	Date
Rachael Collins	dotloop verified 08/03/24 8:02 AM CDT NFGU-U0VG-U6ZH-CVMR		
Seller Signature	Date	Buyer Signature	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.

Se	ller's	Disclo	sure (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.			
08/03/24 10:23 AM CDT dotloop verified di	08/03/24 8:02 AM CDT dotloop verified	(c)	Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.			
08/03/24 10:23 AM CDT dotloop verified di	08/03/24 8:02 AM CDT dotloop verified	(d)	Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.			
Pu	ırchas	er's A	cknowledgment (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.			
Ag	gent's	Ackno	owledgement (initial IF APPLICABLE)			
	<b>BN</b> 08/03/24 7:59 AM CDT	(g)	Agent has informed the seller of the seller's obligations under Illinois law.			
Ce	Certification of Accuracy					
			parties have reviewed the information above, and each party certifies, to the best of his or that the information he or she has provided is true and accurate.			
Se	ller	Michael (	Collins Collins Date  Collins Date			
Se	eller	Rachael (	Collins dottoop verified 08/03/24 8:02 AM CDT LI3B-TO91-NM21-FEMW Date			
Pu	ırchas	ser	Date			
Pu	ırchas	er	Date			
Aq	ent 2	Ben Norr	dotloop verified 08/03/24 7:59 AM CDT 08/03/24 7:59 AM CDT 05/05/05/01-ULMS-PCVF Date			

**Date** 

Property Address: 1010 W Harnett St

City, State, Zip Code: Mascoutah, IL 62258

Agent



# 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.

operty	Addr	ess: 1010 W Harnett St, Mascoutah, IL 62258
eller's D	isclo	sure (initial)
<i>®</i> (a	) Pre	sence of lead-based paint and/or lead-based paint hazards (check one below):
8:02 AM CDT dotloop verified		Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
	$\checkmark$	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
802 AM CDT (b	) Rec	ords and Reports available to the seller (check one below):
dotloop verified		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):
	$\checkmark$	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
urchase	r's A	cknowledgment (initial)
(c	e) Puro	chaser has received copies of all information listed above.
(d	l) Pur	chaser has received the pamphlet Protect Your Family From Lead in Your Home.
(e	e) Pur	chaser 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.
nent's A	ckno	owledgment (initial)
		nt has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her
		ensure compliance.
ertificati	ion o	f Accuracy
		arties have reviewed the information above and certify to the best of their knowledge, that the information they s true and accurate.
eller Micha	ael Collin	datloop verified 68/03/24 10:23 AM CDT SUUF-ESRL-7/90-VSNV  Purchaser
eller Rach	ael Collin	dodopo verified BRIDGA 48 SIZ AM CDT BHITT-QNN-GAMW-NXWB  Purchaser
		dottop verified 68/30/24755 M/CT (EF-KON-HYZ-FG) (CF-KON-HYZ-FG) (CF-KON-HYZ-F
	gent's A  gent's	eller's Disclo  Reconstruction (a) Presidence (b) Reconstruction (c) Pure (d) Pure (e) Pure (