

**PENDING CHECKLIST**

Source: GIS

Buyers Name & Phone #: STUART & CATHERINE BURNS

Buyers Agent Name, Company & Phone # LETTIE JOHNSON, CD, 618-231-4453

Sellers Name & Phone #: KISCHA JACKSON & WILLIAM FOY 618-731-6550

Sellers Agent Name, Company & Phone # CORY CAMP'S CAPPRENTY, 618-231-6548

Financing Name & Phone # \_\_\_\_\_

MLS #: \_\_\_\_\_ Property Address: 4305 WOODGLEN

Sale Price: 160,000 Earnest Money Amount: 0

Escrowee: 0

Final Acceptance: 4-14-22 Inspection Due Date: 4-28-22 Closing Date 5-29-22

Seller Credit: 1.5%

	Date	Date	Date	Report	Payment
Vendor	Ordered	Scheduled	Completed	Received	Received

- \_\_\_\_\_ Order Home Inspection- BUYER
- \_\_\_\_\_ Order Septic Inspection-BUYER
- \_\_\_\_\_ Order Termite Inspection-BUYER
- \_\_\_\_\_ Order Radon Inspection-BUYER
- \_\_\_\_\_ Order Titlework-SELLER
- \_\_\_\_\_ Condition of Premise

All agent required fields to be completed by agent. Mark N/A if Not Applicable.

**PENDING - AGENT REQUIRED FIELDS**

- 4-15-22 Change MLS if you are listing agent
- 4-15-22 Current Contingent/Pending MLS Sheet
- 4-14-22 Signed Contract by both Buyer & Seller
- 4-12-22 Signed Residential Real Property Disclosure
- N/A Signed Lead Paint Disclosure
- 4-12-22 Signed Radon Disclosure
- \_\_\_\_\_ Home Warranty Application or Waived
- N/A Dual Agency Disclosure
- 4-14-22 Agency Agreement
- N/A Referral Agreement Sheet if referred buyer or seller
- \_\_\_\_\_ Pre Approval Letter
- N/A Authorization OR Declination for Inspections
- \_\_\_\_\_ Payoff Authorization

**CLOSING- AGENT REQUIRED FIELDS**

- \_\_\_\_\_ Signed Closing Statement
- \_\_\_\_\_ Titlework
- \_\_\_\_\_ Signed Copy of Deed
- \_\_\_\_\_ Signed Copy of P-Tax Form
- \_\_\_\_\_ Copy-Termite Report if applicable
- \_\_\_\_\_ Copy-Septic Report if applicable
- \_\_\_\_\_ Signed Home Warranty if applicable
- \_\_\_\_\_ Commission Check
- \_\_\_\_\_ P/U Signs - listing agent
- \_\_\_\_\_ P/U Lockbox - listing agent
- \_\_\_\_\_ Change MLS - listing agent
- \_\_\_\_\_ Closed MLS data sheet
- \_\_\_\_\_ Print SentiLock Log then Unassign LB
- \_\_\_\_\_ Social Media and Sold Sign Permission

**Office Duties**

- \_\_\_\_\_ Deposit Earnest Money
- \_\_\_\_\_ Update Escrow
- \_\_\_\_\_ Print Escrow Record

**Office Duties**

- \_\_\_\_\_ Complete Escrow Paperwork
- \_\_\_\_\_ Add to Production

TO AGENT ON:			
TO CB ON:			
TO DS ON:			
TO DT:			

**Check will not be given until all paperwork is turned in correctly.**

1/11/2019



<b>MLS #:</b> EB443260	<b>St:</b> Pending (No Showings)	<b>Cat:</b> Residential	<b>LP:</b> \$170,000
<b>Addr:</b> 4305 Woodglen Lane	<b>Unit #</b>		
<b>City:</b> Mt Vernon	IL	62864	
<b>County:</b> Jefferson	<b>Subdivision:</b> Woodglen Acres-Mt Vernon		
<b>Type:</b> Single Family	<b>Ann Taxes:</b> \$4,454.94	<b>Tax Year:</b> 2020	
<b>Parcel ID:</b> 0626253013	<b>Add'l Parcel IDs</b>		
<b>Approx Acres:</b>	<b>Wtr Linear Ft:</b>	<b>Apx Lot Size:</b> 80x134	
<b>Legal:</b> WOODGLEN ACRES NE1/4 SEC 26 LOT 100			
<b># Bedrooms:</b> 4	<b># Fireplaces:</b> 1	<b>Year Built:</b> 1979	<b>Source:</b> County Records
<b>Full Baths:</b> 0	<b>Main</b> 2	<b>Upper</b> 0	<b>Lower</b> 0
<b>Half Baths:</b> 0	<b>Bsmt</b> 0	<b>Addl</b> 0	<b>Total</b> 2
	<b>Half</b> 0	<b>0</b>	<b>1</b>
			<b>Surveil:</b> None
			<b>Util:</b> Yes
			<b>Virtually Stage Y/N:</b>

Unbranded VTour:  
Unbranded VTour 2:

**Directions:** From Mt. Vernon take 42nd street N to Woodglen Ln. Follow to 4305 woodglen.

<b>Room Dimensions/Levels/Flooring:</b>		<b>Egress</b>		<b>Fin Main Lvl SqFt:</b> 1,144	
<b>Living:</b> 17.30 x 15.11	M L	<b>Mstr Br:</b> 14.20 x 11.00	U L Y	<b>Den/Ofc:</b> x	<b>Fin Upper Lvl SqFt:</b>
<b>Great:</b> x		<b>Bedrm 2</b> 10.40 x 12.70	U L Y	<b>Laundry:</b> 5.11 x 12.10	L T <b>Fin Lower Lvl SqFt:</b> 1,144
<b>Family:</b> 21.80 x 23.11	L C	<b>Bedrm 3</b> 11.70 x 12.70	U L Y	<b>Rec Rm:</b> x	<b>Fin Addtl SqFt:</b>
<b>Fml D...:</b> x		<b>Bedrm 4</b> 13.20 x 10.80	L C Y	x	<b>Total SqFt:</b> 2288
<b>Inf Din:</b> x		<b>Bedrm 5</b> x		x	<b>Total Lower Lvl SqFt:</b> 1,144
<b>Kitch...:</b> 20.70 x 11.00	U L	<b>Bath/Mst BR:</b> Full	<b>Garage:</b> Y	<b>Cars:</b> 2.0	<b>Remotes:</b> 1
					<b>Finish Bsmt SqFt:</b>
					<b>Total Bsmt SqFt:</b>

<b>Mo. Assn Fee:</b>	<b>55+ Dev:</b> N	<b>Zoning:</b>	<b>Elem Schl:</b> Mt Vernon
<b>Ann. Assn Fee:</b>	<b>Short Sale:</b> No	<b>100-Yr Flood Plain:</b> No	<b>Middle Schl:</b> Mt. Vernon
<b>New Const:</b> No	<b>Repo:</b> No	<b>RELO:</b> No	<b>High Schl:</b> Mt Vernon
<b>Development:</b>		<b>Incentive:</b> No	<b>Home Subject to Sale?:</b>

This 4 bedroom, 2.5 bath is located in a highly desirable neighborhood. On the upper floor is a nice sized living room, kitchen with wood cabinets and granite countertops, 3 bedrooms, and 2 baths. On the lower floor is a large family room with a wood burning fireplace, additional bedroom and bath, as well as laundry and an office/den. The backyard features a partially fenced in backyard with a large covered deck.

**Agent Remarks** Tenant occupied and seller did not want indoor photos with tenant's belongings (sorry). Call for appointment as there is no lockbox. Dog inside. Capps Realty will not hold earnest money for any other brokerage. Commission not paid on seller concessions. TCEC (no gas). 24 hour notice. Tenant asks showings to be after 5pm through the week and after 11am on the weekends.

**Office Remarks**

<b>Style</b>	<b>Split Foyer</b>
<b>CONSTRUCTION TYPE</b>	<b>Frame</b>
<b>EXTERIOR</b>	<b>Wood Siding</b>
<b>ROOFING</b>	<b>Shingles</b>
<b>GARAGE/PARKING</b>	<b>Attached</b>
<b>BASEMENT/FOUNDATION</b>	<b>Concrete</b>
<b>HEATING/COOLING</b>	<b>Electric, Water Heater - Electric, Central Air</b>
<b>WATER/SEWER</b>	<b>Public Water, Public Sewer</b>
<b>KITCHEN/DINING</b>	<b>Dining Informal</b>
<b>APPLIANCES</b>	<b>Dishwasher, Microwave Oven, Range/Oven, Washer, Dryer</b>
<b>Wheel Chair Access</b>	
<b>INTERIOR AMENITIES</b>	<b>Cable TV Available, Garage Door Opener(s), Blinds, Hi-Speed Internet Availbl</b>
<b>EXTERIOR AMENITIES</b>	<b>Deck</b>
<b>FIREPLACE</b>	<b>Wood Burning, Family Room</b>
<b>LOT DESCRIPTION</b>	<b>Level</b>
<b>POSSIBLE FINANCING</b>	<b>Cash, Conventional</b>
<b>INFORMATION ON FILE</b>	<b>Aerial View</b>
<b>SHOWING INSTRUCTIONS</b>	<b>Appointment Required, Pets, Text/Call Listing Agent, Tenant Occupied</b>
<b>TAX EXEMPTIONS</b>	<b>None</b>

<b>Unit #</b>	<b>Condo:</b>	<b>Conversion:</b>	<b>Condo Proj:</b>	<b>Rental Allowed:</b>
<b>Unit Style:</b>	<b>Building Style:</b>	<b>Elevator:</b>	<b>Addl Fees:</b>	<b>Pets Allowed:</b>

<b>Owner:</b> Kisha Jackson	/	<b>William Foy</b>	<b>Also Ref. MLS#</b>
<b>LO:</b> CAPPs REALTY - Phone: 618-204-5260			<b>Off License #</b> 481013753 <b>F...</b>
<b>LA:</b> CORY D CAPPs - Pref: 618-231-6548	<b>List Team:</b>		<b>Agt License #</b> 471021492
<b>LA Email:</b> corycapps@hotmail.com	<b>Appointment Desk Phone:</b> 6182316548		<b>LD:</b> 2/21/2022
<b>CLA:</b>	<b>CLA Email</b>		<b>XD:</b> 4/21/2022
<b>OLA:</b>	<b>OLA Email</b>		<b>Agent Designated MB:</b> Yes
<b>Comp:</b> 2	<b>Dual/Var:</b> Yes	<b>List Type:</b> Exclusive Right to Sell	<b>Agent Owned:</b> No <b>Agent Related to Owner:</b> No

<b>OLP:</b> \$170,000	<b>Selling Agent:</b> LETTIE JOHNSON	<b>Co-Sell Office:</b>
<b>Sold Price:</b>	<b>Co-Sell Agent:</b>	<b>How Sold:</b>
<b>Close Date:</b>	<b>Selling Office:</b> CROSS DAVIDSON REAL ESTATE	<b>DOM:</b> 52
<b>Conc. \$:</b>	<b>Sold Conc. Info:</b>	<b>Selling Team:</b>
		<b>Type of Sale:</b>
		<b>CDOM:</b> 52

Egyptian Board of REALTORS®, Inc  
Addendum A  
CONDITION OF PREMISES & INSPECTION (BUYERS NOTICE)

Residential Sales Contract Dated 04/14/2022  
Property Address 4305 Woodglen Lane Mt Vernon IL 62864

BUYER(s) NOTICE (Due to Seller in accordance with the number of days set forth in Par. 11A)

Accepts the property without further repairs. Buyer has inspected, or caused inspection of the property, and accepts the property in its present "AS IS" condition hereby agreeing to removal of the contingency outlined in Paragraph 11(A) of the Contract.

The Inspection(s) authorized and performed in accordance with Paragraph 11(A) of the aforementioned Contract disclosed material defects which are unacceptable to the Buyer(s). A copy of the pertinent pages of the inspection report are attached to this notice.

The following listed defects are unacceptable to the buyer(s) who request the Seller(s) to repair in accordance with, paragraph 11(A) (1) of the aforementioned Contract, or as may be separately agreed by the parties:

Replace shower see 7.4.1 Master Bath damaging wall below 7.2.1 and 6.1.1; Repair or replace basement toilet 7.3.1; Install cover plate on water heater 7.5.1; Install smoke and carbon monoxide detector with 15' of all Bedrooms 9.6.1; Repair electrical-garage all outlets 9.4.2; Install GFCI in basement Bathroom 9.4.1; add plate to breaker box 9.2.1; Roof - repair/replace boot flashing 3.3.1 and seal ridge cap fasteners that are exposed 3.1.1; secure downspout NW corner to home 3.5.2; secure gutter NE corner 3.5.3; replace gutter and repair/replace flashing and fascia; paint exposed wood 2.2.1; repair dishwasher 5.1.1; Vent bathrooms exhaust to exterior and clean affected area 10.1.2; replace window pane garage 6.4.1

Buyer hereby terminates the Contract per Paragraph 11 (A) (1) of the Contract.

Response due to Buyer within 3 calendar days of receipt of Buyer's Notice.  
Stuart L Burns 04/20/2022 Catherine A Burns 04/20/2022  
Buyer Stuart L Burns Date/Time 1:48 PM Buyer Catherine A Burns Date/Time 1:49 PM

SELLER(s) RESPONSE

Will arrange for the corrections of defects, in a professional and workman like manner at Seller(s) expense in accordance with 11(A) (1) of the applicable Contract. The Buyer or Buyers authorized inspectors will have access to re-inspect or evaluate the completed repairs after said repairs are completed, but in any event final inspection and "walk through" shall be completed within four (4) calendar days prior to closing, as set forth in Paragraph 11 of the Contract.

Seller(s) agree to correct ONLY those defects set forth below.  
install cover plate on wall heater, install smoke/carbon monoxide detector, repair GFCI basement bathroom, add plate to breaker box, roof repair/replace boot flashing, seal ridge cap, secure downspout, secure gutter, paint wood, repair dishwasher.

Seller(s) agree to allow the buyer a credit of \$ 1,000 at closing in lieu of making repairs.

Seller(s) will not correct any defects or make allowances or credits. Buyer is entitled to a full return of earnest money

Response due to Seller within \_\_\_\_\_ calendar days of receipt of Seller's Response  
Kischa Jackson 04/23/22 William Foy 04/23/22  
Seller Date/Time Seller Date/Time

BUYER(s) RESPONSE

Accepts the SELLER(s) proposal above but reserves the right to re-inspect the repairs for satisfactory completion.

Accepts the SELLER(s) proposal above and hereby waives the inspections contingency as outlined in Paragraph 11(A) of the Contract and moves to Closing.

Accepts the SELLER(s) Proposal. Buyer accepts property with a credit due at closing for the listed repairs and hereby waives the inspections contingency as outlined in Paragraph 11(A) of the Contract and moves to Closing.

Accepts the SELLER(s) Proposal. BUYER(s) accepts the property without correction of any defects and hereby waives the Inspection contingency as outlined in Paragraph 11(A) of the Contract and moves to closing.

Buyer hereby terminates the Contract per Paragraph 11(A) (1) of the Contract and is entitled to full return of earnest money.

Stuart L Burns 04/25/22 Catherine A Burns 04/25/22  
Buyer Date/Time Buyer Date/Time

EGYPTIAN BOARD OF REALTORS®, INC.  
RESIDENTIAL SALES CONTRACT

This is a legally binding contract. If not fully understood, seek the advice of your attorney prior to signing.

**Discrimination: It is illegal for either the owner or the broker to refuse to display or sell to any person because of one's membership in a protected class, E.G: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by Article 3 of the Illinois Human Rights Act**

1. Buyer agrees to buy and Seller agrees to sell the property described in Paragraph 2 below, all according to the terms and provisions of this Residential Sales Contract.

Buyer Stuart L Burns Seller Kischa Jackson  
Buyer Catherine A Burns Seller William Foy  
Phone \_\_\_\_\_ Phone \_\_\_\_\_  
Street 1104 S. 13th St. Apt# \_\_\_\_\_ Street \_\_\_\_\_ Apt# \_\_\_\_\_  
City Mt. Vernon State IL Zip 62864 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Buyer directs title transfer, as (check one):  Sole Owner  Joint Tenancy with Right of Survivorship  
 Tenants in Common  Tenants by the Entirety  Other, for the following described Real Estate:

2. LEGAL DESCRIPTION  Complete legal attached;  Or to follow on deed.

Located in the County of Jefferson, State of Illinois. Parcel Tax ID# 0626253013  
Commonly known as: 4305 Woodglen Lane 62864 City of Mt Vernon

3. PURCHASE PRICE 155,000.00 160,000  
SLB CAB KJ WF SLB CAB KJ WF

Earnest money in the amount of \$ 0 the form of (Cash) \_\_\_\_\_ (Check) \_\_\_\_\_ shall be delivered upon execution of this contract. Refund of earnest money is subject to the terms in Paragraph 19. The balance of Purchase Price, adjusted by pro-rations, credits allowed by the parties, and closing costs shall be paid at closing by certified or cashier's check, or electronic wire transfer as required by law, the title agent or as may be required by the Lender.

4. CREDIT OR ALLOWANCE TO BUYER: It is agreed by and between the parties hereto that Buyer shall receive a credit or allowance from Seller at the time of closing in an amount equal to \$ \_\_\_\_\_ or 1.5 % of purchase price to cover the following items:  
Closing costs and prepaids

5. CLOSING DATE: The parties shall close this transaction (initial one of the following) on or before \_\_\_\_\_ (insert date); or within 45 calendar days from final acceptance.



44 In the event the Closing Date must be rescheduled, the parties may mutually agree in writing to close upon  
45 such other time and place as is convenient. Closing shall take place at the escrow office of the title  
46 company (or its issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real  
47 Estate or as shall be agreed mutually by the Parties. This Agreement will expire at 11:59 p.m. three calendar  
48 days after the scheduled closing date unless the parties mutually agree to an alternate time or place in  
49 writing. In the event the agreement is breached as a result of the closing not occurring within the time  
50 frame provided herein, the Earnest Money shall be distributed in accordance with Paragraph 19.

51  
52 6. FIXTURES AND PERSONAL PROPERTY: Included in the Purchase Price: Seller is including in the property,  
53 all fixtures on the property on the date of this offer not excluded on the lines below, and the following  
54 additional items:  
55 Dishwasher, microwave oven, range/oven, washer, dryer, garage door openers and remotes, blinds,  
56 fencing and all attached shelving in home and garage.

57 Not included in the purchase price:

58  
59  
60 [Identify fixtures that are on the property to be excluded by Seller or which are rented and will continue to  
61 be owned by the Lessor.] Note: The terms of this offer, not the listing contract or marketing materials,  
62 determine what items are included or excluded by this offer.

63  
64 All the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in  
65 operating condition on the Final Acceptance Date, unless otherwise stated herein. Seller agrees to transfer  
66 to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the items of Personal  
67 Property at no additional cost. A system or item shall be deemed to be in operating condition if it performs  
68 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

70 7. METHOD OF PAYMENT (initial one):

71 \_\_\_/\_\_\_/\_\_\_ CASH SALE: (select one) A. \_\_\_ Written verification of deposit required. B. \_\_\_ Verified  
72 deposit of funds in escrow at title agent or other.

Handwritten initials: SLB, CAB, KJ, WF

73 FINANCING CONTINGENCY: (select one) This contract is contingent upon Buyer obtaining  
74 a written mortgage loan commitment of 100 % of the Purchase Price for a \_\_\_ Conventional \_\_\_ VA  
75 \_\_\_ FHA  USDA or other \_\_\_ specialized mortgage loan with an initial  Fixed Rate or \_\_\_ Adjustable  
76 rate of interest not to exceed 5.0 percent, to be amortized in monthly installments for 30 years. If  
77 Buyer is seeking VA or FHA financing, required FHA or VA amendments and disclosures shall be attached to  
78 this Contract.

79 A. Buyer shall make written loan application no later than \_\_\_\_\_ or  
80 7 calendar days after final acceptance date, and Buyer will diligently pursue obtaining a  
81 written commitment for such financing, including, but not limited to, providing Lender with all  
82 pertinent information deemed necessary by the Lender and correcting erroneous credit reports.  
83 Failure to do so shall constitute default of this Contract.

84 B. Buyer shall return the Letter of Intent to Proceed to the lender on or before: 15  
85 calendar days from Final Acceptance Date.

86 C. Buyer shall provide an initial "Conditional Loan Approval" no later than 35 days after  
87 final acceptance date and shall provide an updated "Conditional Loan Approval" upon request. In  
88 the event the lender withdraws its approval at any time before closing, the Seller has the option of  
89 extending closing or renegotiating terms to accommodate the Buyer's lender. In the event the

Buyer SLB Buyer CAB

Seller KJ Seller WF



136 the pertinent pages of the reports outlining any material defects disclosed by the inspections which  
 137 are unacceptable to the Buyer, one of the following options will apply:  
 138 a. Seller and Buyer may negotiate to arrange for correction of any material defects.  
 139 b. Seller may at closing, credit the Buyer a mutually agreed upon amount for the repair  
 140 of such material defect(s).  
 141 c. Seller will neither repair nor provide credit.  
 142 d. Pursuant to and in consideration of a., b., c., above and where the Buyer and Seller  
 143 have failed to reach a remediation agreement in writing, within 3 days of Seller's  
 144 receipt of the Condition of Premises report, the Buyer may terminate this contract by  
 145 giving a termination notice to the Seller or Seller's Broker.  
 146 II. Failure of the Buyer or Buyer's Broker to provide a "buyers notice" of Condition of Premises  
 147 and reports to Seller/Seller's Broker as directed above in 11. A .1 and within the specified time  
 148 period above shall indicate Buyer's acceptance of the property in its "AS IS" condition. The Seller,  
 149 Real Estate Brokerage Firm(s) and Licensees shall have no further responsibility with reference  
 150 thereto.

151    /    /    B. Buyer has personally inspected the property and accepts it in its present "AS IS"  
 152 condition and agrees that there are no additional written or oral representations or understandings except  
 153 as otherwise provided in this contract. Buyer acknowledges that Buyer has been advised to obtain an  
 154 inspection of the property by a licensed contractor and/or inspector, and Buyer does not desire to obtain  
 155 any inspection of the property.

156 SLB KJ WF This contract is contingent upon Buyer's ability to obtain homeowner/hazard insurance  
 157 for the property within 20 calendar days after final acceptance. The Buyer must provide a letter of intent  
 158 or proof of insurance from the insurance company showing evidence of insurability and intent to insure on  
 159 behalf of both the Buyer and/or the Lender notwithstanding the physical condition of afore mentioned  
 160 property. If the Buyer does not deliver to Seller or Seller's Broker a written notice from an insurance  
 161 company denying said insurance or Buyer's inability to obtain homeowner/hazard insurance on the  
 162 property, this condition shall be deemed waived. Buyer's performance under this contract shall thereafter  
 163 not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this  
 164 paragraph and timely provided written notice to Seller of Buyer's inability to obtain such insurance, then  
 165 this contract shall be terminated. Refund of earnest money will be subject to the terms in Paragraph 19.

166 SLB CAB KJ WF D. FLOOD AREA: Buyer x may    may not terminate this Agreement if the Property lies in  
 167 an NFIP designated flood hazard area.

168 SLB CAB KJ WF 12. ACCESS: Seller agrees to permit inspections of the property by building inspectors,  
 169 contractors, termite inspectors, engineers and appraisers selected by Buyer as provided for in the contract  
 170 or inspections and appraisals required by the Buyer's Lender upon reasonable advance notice to Seller.  
 171 Seller grants Buyer, if accompanied by Buyers Broker(s), the right to enter and "walk through" the property  
 172 and the right to have utilities turned on or to be transferred at Buyer's expense within four (4) calendar  
 173 days prior to closing. The right for final "walk through" shall be for Buyer to ensure that the property is in  
 174 the same general condition as it was on the date of this contract; except that where repairs are made to  
 175 correct defects noted by an inspection conducted pursuant to Paragraph 10. Buyer shall have the right to  
 176 re-inspect the Property to confirm repairs are completed in a workmanlike manner. Buyer, if accompanied  
 177 by Buyer's Broker(s), may also be present during inspections and final "walk through". In any event, final  
 178 "walk through" and inspections pursuant to this paragraph shall be completed within four (4) calendar days  
 179 prior to closing. Waiver of inspections does not waive the right to a final "walk through".  
 180  
 181



182 13. HOME WARRANTY AGREEMENT (check one): \_\_\_ WAIVED, or \_\_\_ BUYER  SELLER agrees to purchase  
183 a limited home warranty program/service agreement from Home Warranty Inc at a charge  
184 of \$ 575.00. SELLER and BUYER acknowledge the home warranty program is a limited service  
185 agreement warranty with a deductible. Seller and Buyer are advised that the real estate Managing Broker  
186 and Broker offering the home warranty plan  may be \_\_\_ is receiving compensation from the home  
187 warranty company for the sale of said plan.  
188

189 14. NOTICES: All notices to a party shall be sent by first class mail, facsimile, e-mail or personal delivery to  
190 the applicable party, and a copy to the appropriate Broker. The notices shall be deemed received as of date  
191 of personal delivery, receipt of mailing, receipt of e-mail or fax transmittal. Notices on behalf of a particular  
192 party may be initiated and sent by the applicable Buyer's Broker and/or Seller's Broker, and such Broker  
193 shall be responsible for having the requisite authority for providing the content of the notice so remitted.  
194

195 15. RISK OF LOSS: If, prior to delivery of deed, hereunder, the improvements on said premises shall be  
196 destroyed or materially damaged by fire or casualty, Buyer shall have the option of declaring this contract  
197 null and void or of accepting the premises as damaged or destroyed, together with the proceeds of any  
198 insurance payable as a result of the destruction or damage, which proceeds the Seller agrees to assign to  
199 the Buyer. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the  
200 Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as  
201 modified by this paragraph. Refund of earnest money is subject to the terms in Paragraph 19.  
202

203 16. PRORATIONS, DEPOSITS AND SPECIAL ASSESSMENTS: Rents, Association Fees, propane fuel and current  
204 operating expenses, if any, shall be pro-rated to date of closing. Any deposits held shall be transferred to  
205 Buyer at closing. In addition, pro-ratable items shall include, without limitations, rents for tenants,  
206 homeowners or condominium association assessments, or accrued interest on any mortgage assumed. Pro-  
207 rations shall be as of the date of closing. Seller shall pay special assessments at closing.  
208

209 17. REAL ESTATE TAXES: The Buyer will pay all real estate taxes accruing after the closing date, and at all  
210 times thereafter, although the taxes may increase or decrease. Seller and Buyer agree that the Brokerage  
211 firm, cooperating licensees, and/or designated Broker(s) shall have no liability or obligation because of any  
212 increase or decrease of real estate taxes, assessments, multipliers or tax rates. Seller shall pay by or at  
213 closing real estate taxes payable. Real estate taxes that are a lien on the property but not yet payable shall  
214 be prorated to the date of closing as follows:  
215 (Initial at least one)

216 \_\_\_ / \_\_\_ / \_\_\_ A. The general real estate taxes shall be prorated based upon \_\_\_ % percent of the  
217 most recent available tax bill.

218 SLB CAB KJ WF B. The general real estate taxes shall be prorated based upon 100 % percent of the most  
219 recent assessed value, exemptions, tax rate & multiplier as provided by the county office of assessments. SLB

220 SLB CAB KJ WF C. Buyer shall be credited for the 20 21 and 2022 real estate taxes, at closing, based  
221 upon the most current and available information, including confirmed multipliers. PRORATED KJ WF CAB

222 \_\_\_ / \_\_\_ / \_\_\_ D. In the event the Real Estate is improved, but has not been previously taxed for the entire  
223 year as currently improved, at the Buyer's option the sum of three percent (3%) of the Purchase Price shall  
224 be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and  
225 Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be  
226 ascertained, the taxes shall be prorated by Seller's attorney or representative at the request of either Party  
227 and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the

Buyer SLB Buyer CAB

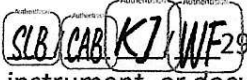
Seller KJ Seller WF







319 28. ENTIRETY OF AGREEMENT: This contract contains the entire agreement between the parties and no oral  
320 representation, warranty or covenant exists other than those herein stated. Buyer acknowledges and  
321 agrees that, except as otherwise expressly set forth in this contract, neither Seller nor any Broker or  
322 representative of Seller or Buyer has made or shall be deemed to have made any oral or written  
323 representation or warranty concerning any matter connected with or relating to the purchase and sale  
324 hereunder.

325  
326  29. ELECTRONIC SIGNATURES: The parties hereto may show their consent to any action,  
327 instrument, or document by manual signature reproduced and transmitted through any electronic means;  
328 or by the adoption of electronic signatures as may be provided or agreed to by the parties. The parties  
329 agree that they waive any issue as to the validity of a signature for the sole reason of its electronic  
330 transmission or that such signature is not a manual original.

331  
332 30. EXECUTION: This contract shall be effective and binding when Seller and Buyer have each signed a copy,  
333 even if both have not signed the same copy, and signed copies have been duly delivered to Buyer and  
334 Seller. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs,  
335 executors, administrators, and assigns of the parties.

336  
337 31. FINAL ACCEPTANCE DATE DEFINED: The Final Acceptance Date shall be the date when an offer and/or  
338 counteroffer has been duly signed, dated, and indicated in this Sales Contract as an Acceptance by the last  
339 party to agree as referenced on the last page of this agreement.

340 32. Seller and Buyer are advised that TIME IS OF THE ESSENCE in this contract.

341 **THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS, APPLY ONLY IF INITIALED BY ALL PARTIES**

342  
343     /    /     33. CONTINGENCY FOR APPROVAL OF SELLER'S DISCLOSURE STATEMENT: If the purchaser  
344 has not received a completed Seller's Residential Real Property Disclosure Report as indicated in paragraph  
345 8 above, then this contract is contingent upon Buyer's receipt and approval of Seller's Residential Real  
346 Property Disclosure Report and Buyer, at any time prior to the closing or the Buyer's receipt of Residential  
347 Real Property Disclosure Report, may terminate the contract. Buyer shall have three (3) calendar days  
348 following receipt of the completed Residential Real Property Disclosure Report in which to terminate this  
349 Sales Contract if a material defect is disclosed in the Residential Real Property Disclosure Report. Upon the  
350 Buyer's approval of the Residential Real Property Disclosure Report or three (3) calendar days following  
351 Buyer's receipt of the report, whichever occurs first, Buyer waives the requirements of the Residential Real  
352 Property Disclosure Act mandating the delivery of that disclosure statement prior to the signing of the Sales  
353 Contract.

354  
355     /    /     34. NEW CONSTRUCTION CONTINGENCY: This contract is contingent upon an attorney or  
356 the Parties preparing a mutually acceptable New Construction Contract or modification addendum on or  
357 before \_\_\_\_\_, which may contain terms including but not limited to the following:  
358 a written warranty, specifications, plans and feature list, if any, and provision for an occupancy permit. IF  
359 PARTIES HAVE NOT AGREED TO SUCH MODIFICATIONS WITHIN THE TIME SPECIFIED, THEN THIS CONTRACT  
360 SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT. Refund of earnest money is subject to the  
361 terms in Paragraph 19.

362

363 \_\_\_/\_\_\_/\_\_\_ 35. PROPERTY OWNERS ASSOCIATION APPROVAL: This Contract is expressly subject to the  
364 Rules and Regulations and/or By-laws of any association of property owners that may be applicable, namely  
365 \_\_\_\_\_  
366

367 \_\_\_/\_\_\_/\_\_\_ 36. SALE OF BUYER'S HOME CONTINGENCY: (*Buyer HAS NOT entered into a purchase*  
368 *contract on Buyer's property*). If Parties have executed this provision then this Contract is contingent upon  
369 Buyer securing a signed purchase contract on Buyer's home located at: \_\_\_\_\_, City  
370 of \_\_\_\_\_, State of \_\_\_\_\_. When a sales contract has been written and accepted by Buyer,  
371 written notification shall be given to Seller or Seller's Broker, at which time the property belonging to Seller  
372 will be removed from the market. Buyer's property is \_\_\_\_\_ is not \_\_\_\_\_ listed for sale. If listed, a copy of  
373 property data sheet is attached.

- 374 A. This provision shall in no way prohibit the offering for sale, or actual sale of Seller's property.
- 375 B. The parties agree to close this sale on or before \_\_\_\_\_ calendar days after closing date of the
- 376 sale of Buyer's property.
- 377 C. This contingency shall expire on \_\_\_\_\_, \_\_\_\_\_. .In the absence of
- 378 written notice from buyer (Buyer's Notice) to the contrary by the aforementioned date, it shall
- 379 be conclusively presumed that this contingency has not been satisfied and this contract shall
- 380 terminate and be of no further force and effect. Refund of earnest money is subject to the terms
- 381 in Paragraph 19.
- 382 D. RIGHT OF FIRST REFUSAL: In the event Seller desires to accept another offer to purchase, Seller
- 383 or Seller's Broker shall immediately serve notice upon Buyer or Buyer's Broker of Seller's desire
- 384 to accept the third party contract. Upon receipt of Seller's notice, Buyer may do the following
- 385 within \_\_\_\_\_ calendar days: Remove ONLY contingency # 36 as outlined above by delivering a
- 386 signed written notice (Buyer's notice) to Seller or to the Seller's Broker within the time specified,
- 387 and if Buyer so removes said contingency, this contract shall remain in full force and effect; and
- 388 the parties shall proceed to close under the terms otherwise included hereunder of this
- 389 contract.
- 390 E. If Buyer shall fail to remove aforesaid contingency within the time specified, THIS CONTRACT
- 391 SHALL TERMINATE UPON EXPIRATION OF THE ABOVE STATED TIME PERIOD AND BE OF NO
- 392 FURTHER FORCE AND EFFECT.

393  
394 \_\_\_/\_\_\_/\_\_\_ 37. CLOSING OF BUYER'S HOME CONTINGENCY: (*Buyer HAS entered into a purchase*  
395 *contract for the sale of Buyer's property, a copy of which is attached hereto*). This Contract is contingent  
396 upon Buyer's closing the sale of Buyer's home on or before \_\_\_\_\_, if Buyer is  
397 unable to close the sale of Buyer's home by the date specified in the provision and so notifies Seller  
398 thereof, in writing, on or before said date, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER  
399 FORCE AND EFFECT. Refund of earnest money is subject to the terms in Paragraph 19. IF BUYER FAILS TO  
400 NOTIFY SELLER WITHIN THE TIME SPECIFIED ABOVE, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER  
401 WILL CLOSE ON THE SALE OF BUYER'S HOME OR WILL PURCHASE THE REAL ESTATE WITHOUT THE SALE OF  
402 BUYER'S HOME. Seller may, at Seller's option, market the property for sale during the term of this  
403 provision and in the event Seller receives an acceptable offer from another buyer, Seller may accept said  
404 offer contingent upon the first Buyer's closing not occurring on the date written in the paragraph above.

405  
406 \_\_\_/\_\_\_/\_\_\_ 38. INTERIM FINANCING CONTINGENCY: This Contract is contingent upon Buyer obtaining  
407 interim financing. Buyer's interim financing commitment shall be obtained by \_\_\_\_\_ in the  
408 amount of \$ \_\_\_\_\_. If Buyer is unable to secure the interim financing commitment and

Buyer SLB Buyer CAB Seller KJ Seller WF



409 gives written notice thereof to Seller with the time specified herein, this contract shall terminate and be of  
410 no further force and effect, Refund of earnest money is subject to the terms in Paragraph 19. In the  
411 absence of written notice within the time specified herein, this provision shall be deemed waived by all  
412 parties hereto, and this contract shall remain in full force and effect.

413  
414 \_\_\_/\_\_\_/\_\_\_ 39. CANCELLATION OF BUYER'S PRIOR CONTRACT: (1) This Contract is expressly subject to  
415 the cancellation of a certain real estate sales contract dated \_\_\_\_\_ (insert date of prior  
416 contract) by and between the undersigned Buyer for property commonly known as  
417 \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_, by 5:00 p.m. on  
418 \_\_\_\_\_;

419 (2) Upon cancellation of Buyer's prior contract, written notice of the waiver of this contingency shall be  
420 given to Seller herein. (3) If Buyer's prior contract is not canceled and notice to Seller provided within the  
421 specified time period, then this contract shall terminate and be of no further force and effect. Refund of  
422 earnest money is subject to the terms in Paragraph 19.

423  
424 \_\_\_/\_\_\_/\_\_\_ 40. CANCELLATION OF SELLER'S PRIOR CONTRACT: If Seller has entered into another  
425 contract prior to this contract ("prior contract"), this contract shall be subject to the termination and  
426 cancellation of the prior contract dated \_\_\_\_\_ on or before \_\_\_\_\_.  
427 In the event the prior contract is not terminated or cancelled within the time specified and notice provided  
428 to Buyer, this contract shall terminate and be of no further force and effect. The Earnest Money shall be  
429 distributed in accordance with Paragraph 19.

430  
431 \_\_\_/\_\_\_/\_\_\_ 41. BACK UP OFFER: Buyer and Seller acknowledge this contract serves as a Back Up Offer  
432 to the Seller and the Buyer reserves the right to terminate this contract on or before  
433 \_\_\_\_\_.

434  
435 \_\_\_/\_\_\_/\_\_\_ 42. LICENSED REAL ESTATE BROKER BUYING/SELLING AS PRINCIPAL: The Parties  
436 understand that the \_\_\_\_\_ Buyer \_\_\_\_\_ Seller is a licensed real estate Managing Broker or Broker, acting  
437 as a principal, for his own account.

438  
439 \_\_\_/\_\_\_/\_\_\_ 43. POST-CLOSING POSSESSION: If initialed, Addendum B – Post Closing Possession should  
440 be attached to this Contract.

441  
442 \_\_\_/\_\_\_/\_\_\_ 44. PRE-CLOSING POSSESSION: If initialed, Addendum C – Pre Closing Possession should  
443 be attached to this Contract.

444  
445 \_\_\_/\_\_\_/\_\_\_ 45. ARTICLES OF AGREEMENT FOR DEED (CONTRACT FOR DEED): The parties agree that  
446 "Articles of Agreement for Deed" or "Contract for Deed", acceptable to the parties and their attorneys,  
447 shall be prepared by Seller's \_\_\_\_\_ Buyer's \_\_\_\_\_ attorney, at the expense of Seller \_\_\_\_\_ Buyer \_\_\_\_\_,  
448 on or before \_\_\_\_\_ consistent with the following terms: Down Payment (including  
449 earnest money) \$ \_\_\_\_\_ Monthly payment (including principal & interest) \$ \_\_\_\_\_ The  
450 amount of any monthly payment representing principal and interest is a sum, which will amortize the  
451 contract balance of \$ \_\_\_\_\_ at an interest rate of \_\_\_\_\_% over a period of  
452 \_\_\_\_\_ years with a balloon payment in \_\_\_\_\_ years. The Parties agree that they shall not be legally  
453 obligated to the aforesaid suggested terms unless and until "Articles of Agreement for Deed" or "Contract  
454 for Deed" are approved and signed by the Parties.

Buyer SCB Buyer CAB

Seller KJ Seller WF

455 \_\_\_/\_\_\_ \_\_\_/\_\_\_ 46. OTHER (To be completed ONLY by the Buyer or Seller)

456  
457  
458  
459  
460

461 **THIS IS A LEGALLY BINDING CONTRACT.**  
462 **IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF YOUR ATTORNEY PRIOR TO SIGNING.**

463  
464 **47. OFFER:** This offer shall become null and void unless a written acceptance is received by the BUYER or the  
465 BUYER'S DESIGNATED AGENT ON OR BEFORE 11 A. M. on April 15, 2022.

466 Authentisign Stuart L Burns 04/12/22 Authentisign Catherine A Burns 04/12/22  
467 Buyer Stuart L Burns Date/Time Buyer Catherine A Burns Date/Time  
468

469  
470 **48. SELLER:** \_\_\_ Accepts the foregoing offer. \_\_\_ Rejects the foregoing offer.  Counter offers  
471 the foregoing offer.

472  
473 Seller's Counter Offer to be accepted by Buyer no later than 12:00 P M. on 4-15, 2022.

474 Authentisign Kischa Jackson 04/13/22 Authentisign William Foy 04/13/22  
475 Seller Date/Time Seller Date/Time  
476

477  
478 **49. BUYER:**  Accepts the foregoing counter offer. \_\_\_ Rejects the foregoing counter offer.  
479 \_\_\_ Counter offers the foregoing counter offer. Buyer's Counter Offer to be accepted by Seller no later  
480 than \_\_\_ M. on \_\_\_, 20\_\_.

481 Authentisign Stuart L Burns 04/14/22 Authentisign Catherine A Burns 04/14/22  
482 Buyer Date/Time Buyer Date/Time  
483

484  
485 **50. SELLER:** \_\_\_ Accepts the foregoing counter offer. \_\_\_ Rejects the foregoing counter offer.  
486 \_\_\_ Counter offers the foregoing counter offer. Seller's Counter Offer to be accepted by Buyer no later  
487 than \_\_\_ M. on \_\_\_, 20\_\_.

488  
489  
490 Seller Date/Time Seller Date/Time

491  
492 **51. BUYER:** \_\_\_ Accepts the foregoing counter offer. \_\_\_ Rejects the foregoing counter offer.  
493 \_\_\_ Counter offers the foregoing counter offer. Buyer's Counter Offer to be accepted by Seller no later  
494 than \_\_\_ M. on \_\_\_, 20\_\_.

495  
496  
497 Buyer Date/Time Buyer  Date/Time

500 **52. SELLER:** \_\_\_\_\_ Accepts the foregoing counter offer. \_\_\_\_\_ Rejects the foregoing counter offer.  
501 \_\_\_\_\_ Counter offers the foregoing counter offer. Seller's Counter Offer to be accepted by Buyer no later  
502 than \_\_\_\_\_ M. on \_\_\_\_\_, 20 \_\_\_\_.

503  
504 \_\_\_\_\_  
505 Seller \_\_\_\_\_ Date/Time \_\_\_\_\_ Seller \_\_\_\_\_ Date/Time  
506 \_\_\_\_\_

507 **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ Acknowledged by \_\_\_\_\_ Initialed by last party to  
508 agree.  
509

**RECEIPT FOR EARNEST MONEY:** The undersigned Broker acknowledges receipt of the aforementioned earnest money to be held and disbursed according to the terms and conditions of the foregoing contract.  
Broker \_\_\_\_\_ Escrowee \_\_\_\_\_

510  
511 Selling Agency CROSS DAVIDSON REAL ESTATE Listing Agency CAPPS REALTY  
512  
513 License # 478009501 License # 481013753  
514  
515 Agency Address 4140 BROADWAY Agency Address 2020 BROADWAY, SUITE H  
516  
517 MT VERNON IL 62864 MT. VERNON IL 62864  
518  
519 Selling Broker LETTIE JOHNSON Listing Broker CORY D CAPPS  
520  
521 License # 475116283 License# 471021492  
522  
523 Phone # 618-242-1234 Phone # 618-231-6548  
524  
525 EMAIL lettie@crossdavidson.com EMAIL corycapps@hotmail.com

Buyer SLB Buyer CAB

Seller KJ Seller WF



## 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: 4305 Woodglen Ln IL 62864  
 City, State & Zip Code: Mt. Vernon  
 Seller's Name: Kischa Jackson William Foy

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 February 16th, 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.  | <input type="radio"/> | <input type="radio"/>            | Seller has occupied the property within the last 12 months. (No explanation is needed.)  |
| 2.  | <input type="radio"/> | <input type="radio"/>            | I am aware of flooding or recurring leakage problems in the crawl space or basement.   |
| 3.  | <input type="radio"/> | <input type="radio"/>            | 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="radio"/> | <input type="radio"/>            | I am aware of material defects in the basement or foundation (including cracks and bulges).  |
| 5.  | <input type="radio"/> | <input type="radio"/>            | I am aware of leaks or material defects in the roof, ceilings, or chimney.   |
| 6.  | <input type="radio"/> | <input type="radio"/>            | I am aware of material defects in the walls, windows, doors, or floors.  |
| 7.  | <input type="radio"/> | <input type="radio"/>            | I am aware of material defects in the electrical system.   |
| 8.  | <input type="radio"/> | <input type="radio"/>            | 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="radio"/> | <input type="radio"/>            | I am aware of material defects in the well or well equipment.  |
| 10. | <input type="radio"/> | <input checked="" type="radio"/> | I am aware of unsafe conditions in the drinking water.   |
| 11. | <input type="radio"/> | <input type="radio"/>            | I am aware of material defects in the heating, air conditioning, or ventilating systems.   |
| 12. | <input type="radio"/> | <input type="radio"/>            | I am aware of material defects in the fireplace or wood burning stove.   |
| 13. | <input type="radio"/> | <input type="radio"/>            | I am aware of material defects in the septic, sanitary sewer, or other disposal system.  |
| 14. | <input type="radio"/> | <input type="radio"/>            | I am aware of unsafe concentrations of radon on the premises.  |
| 15. | <input type="radio"/> | <input type="radio"/>            | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.  |
| 16. | <input type="radio"/> | <input type="radio"/>            | 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="radio"/> | <input type="radio"/>            | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.  |
| 18. | <input type="radio"/> | <input type="radio"/>            | I am aware of current infestations of termites or other wood boring insects.   |
| 19. | <input type="radio"/> | <input type="radio"/>            | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.  |
| 20. | <input type="radio"/> | <input type="radio"/>            | I am aware of underground fuel storage tanks on the property.  |
| 21. | <input type="radio"/> | <input type="radio"/>            | I am aware of boundary or lot line disputes.   |
| 22. | <input type="radio"/> | <input type="radio"/>            | 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="radio"/> | <input type="radio"/>            | 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: \_\_\_\_\_

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: Kischa Jackson Date: 02/16/2022  
Authentisign **Kischa Jackson**

Seller: William Foy Date: 02/16/2022  
**William Foy**

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: Stuart L Burns Date: 04/12/22 Time: \_\_\_\_\_  
Authentisign

Prospective Buyer: Catherine A Burns Date: 04/12/22 Time: \_\_\_\_\_

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

**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.

SLB CAB

Date provided to Buyer: 04/12/22

Seller: Kischa Jackson William Foy  
Kischa Jackson William Foy



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

- (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>Kischa Jackson</u>	Date	<u>02/16/2022</u>
Seller	<u>William Foy</u> Kischa Jackson William Foy	Date	<u>02/16/2022</u>
Purchaser	<u>Stuart L Burns</u>	Date	<u>04/12/22</u>
Purchaser	<u>Catherine A Burns</u>	Date	<u>04/12/22</u>
Agent	<u>Cory Capps</u> CORY D CAPPS	Date	<u>02/16/2022</u>
Agent	_____	Date	_____

Property Address: 4305 Woodglen Ln

City, State, Zip Code: Mt. Vernon IL 62864