



MLS #: EB450898 **St:** Sold **Cat:** Residential **LP:** \$135,000
Addr: 119 N CHANEY Drive **Unit #**
City: Belle Rive **IL** 62610 **Subject to Sale?**
County: Jefferson **Subdivision:** Martin Chaney
Type: Single Family **Ann Taxes:** \$2,350.22 **Tax Year:** 2022,
Parcel ID: 1226152011 **Add'l Parcel IDs:** 1226152012
Approx Acres: 0.780 **Wtr Linear Ft:** **Apx Lot Size:** 225.44x147.18x197.69x103
Legal: MARTIN CHANEY'S 1ST SUB LOT 22 & 23
Bedrooms: 2 **# Fireplaces:** 1 **Year Built:** 2007 **Source:** County Records
Full Baths: 0 **3rd Fl:** **Upper:** **Main:** **Lower:** **Bsmt:** **Addl:** **Total:** **Survail:** None
Half Baths: 0 **0:** **0:** **0:** **0:** **0:** **0:** **0:** **Util:** Yes
Virtually Stage Y/N:

Directions: From Mt. Vernon take 142 south for 11.8 miles. Turn on N Main for 0.4 miles, turn E on Chaney

Room	Dimensions	Lvl	Floor	Room	Dimensions	Lvl	Floor	Egress	Bath	Size	Room	Dimensions	Lvl	Floor
Living:	19.70 x 17.30	M	L	Bedrm 1	11.90 x 10.11	M	L	Y	Shared	Full	Den/Ofc:	x		
Great:	x			Bedrm 2	11.80 x 11.60	M	L	Y	Shared	Full	Laundry:	9.60 x 8.10	M	T
Family:	x			Bedrm 3	x						Rec Rm:	x		
Fml ...:	x			Bedrm 4	x							x		
Inf Din:	x			Bedrm 5	x							x		
Kitch...:	19.70 x 12.10	M	T	Garage: Y	x					Cars: 2.0	Remotes:	1		

Elem Schl: Opyka/Belle Rive **Middle Schl:** Opyka/Belle Rive **High Schl:** Mt Vernon **Total SqFt:** 1176
Mo. Assn Fee: **55+ Dev:** N **Zoning:** **Fin 3rd Lvl SqFt:** **Total Lower Lvl SqFt:**
Ann. Assn Fee: **Repo:** No **100-Yr Flood Plain:** No **Fin Upper Lvl SqFt:** **Finish Bsmt SqFt:**
New Const: No **Short Sale:** No **RELO:** **Fin Main Lvl SqFt:** 1,176 **Total Bsmt SqFt:**
Development: **Incentive:** No **Fin Lower Lvl SqFt:** **Fin Addtnl SqFt:**

Agent Remarks: Commission not paid on seller concessions. City- water, sewer, trash, and gas (roughly \$50/mo), Ameron electric (\$54/mo average), Hamilton Co. Communications internet.

Public Remarks: Welcome to your dream home in the heart of one of the most desired neighborhoods! This charming 2-bedroom, 1-bathroom house is the perfect blend of comfort and style, offering everything you've been searching for. As you step inside, you'll be greeted by an inviting open-concept layout, creating a spacious and welcoming atmosphere. The living area seamlessly flows into the dining space and kitchen, making it perfect for entertaining family and friends. Both bedrooms are generously sized, providing comfortable retreats at the end of a long day. The updated bathroom is tastefully designed and ready to meet your daily needs. But that's not all! This property also boasts a two-car garage, ensuring you have plenty of space for your vehicles and storage needs. The backyard offers a peaceful escape with a manicured lawn and a perfect spot for outdoor gatherings. This home is move-in ready, with all the updates and features you desire. Don't miss the chance to make this house your new home sweet home. Schedule a showing today!

Style: Ranch
CONSTRUCTION TYPE: Frame
EXTERIOR: Vinyl Siding
ROOFING: Shingles
GARAGE/PARKING: Attached
BASMENT: Crawl Space
HEATING/COOLING: Forced Air, Central Air
WATER/SEWER: Public Water, Public Sewer
KITCHEN/DINING: Dining/Living Combo, Island
APPLIANCES: Dishwasher, Disposal, Microwave Oven, Range/Oven, Refrigerator
INTERIOR AMENITIES: Cable TV Available
LOT DESCRIPTION: Corner
POSSIBLE FINANCING: Cash, Conventional, FHA, Rural Dev/USDA, VA
INFORMATION ON FILE: Aerial View
SHOWING INSTRUCTIONS: Electronic Keybox/Keysafe, Text/Call Listing Agent
TAX EXEMPTIONS: Homestead/Owner Occupied
OWNER INFORMATION: Owner Occupied

Unit #	Condo:	Conversion:	Condo Proj:	Rental Allowed:
Unit Style:	Building Style:	Elevator:	Addl Fees:	Pets Allowed:
Owner: Lashell Shaw				Also Ref. MLS#
LD: CAPPS REALTY - Phone: 618-204-5260			Off License # 481015753	Fax:
LA: CORY D CAPPS - Pref: 618-231-6548		List Team:	Agt License # 471021492	
LA Email: corycapps@hotmail.com		Appointment Desk Phone: 6182316548	LD: 10/6/2023	
CLA:		CLA Email	XD: 4/6/2024	
OLA:		OLA Email	Agent Designated MB: Yes	
Comp: 2.4%	Dual/Var: No	List Type: Exclusive Right to Sell	Agent Owned: No	Agent Related to Owner: No
OLP: \$135,000	Selling Agent: CORY D CAPPS		Co-Sell Office:	
Sold Price: \$149,500	Co-Sell Agent:		How Sold: Conventional	Type of Sale:
Close Date: 11/15/2023	Selling Office: CAPPS REALTY		DOM: 11	CDOM: 11
Conc. \$: 0	Sold Conc. Info:		Selling Team:	

11/18/2023

This information is deemed reliable, but not guaranteed. Copyright: 2023 RMLS Alliance, LLC

3924

TROY J. PARRISH, LLC / KING CITY TITLE
AN ATGF INC. AGENCY
ESCROW DISBURSEMENT ACCOUNT
1112 BROADWAY ST
MT. VERNON, IL 62864
818-244-9543

COMMUNITY FIRST BANK OF THE HEARTLAND
117 N. 10TH ST.
MT. VERNON, IL 62864
90-10751812

DATE: 11/15/2023

PAY TO THE ORDER OF Capps Realty \$ 8,970.00

Eight Thousand Nine Hundred Seventy and 00/100 Dollars DOLLARS

Capps Realty
VOID AFTER 90 DAYS
Jean Hubbard

MEMO File No. 230501900379
Memo:

⑈003924⑈ ⑈081216756⑈ 1522828⑈

3924

TROY J. PARRISH, LLC / KING CITY TITLE / AN ATGF INC. AGENCY / ESCROW DISBURSEMENT ACCOUNT

File: 230501900379
Buyer: Trifanic A. Scidel
Seller: Lashell Shaw
Property Address: 119 N. Chaney Dr.
Belle Rive, IL 62810

Date: 11/15/2023

H04 Seller Registor Commission \$8,970.00

Total: \$8,970.00

Payable to: Capps Realty

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 11/15/2023
Closing Date 11/15/2023
Disbursement Date 11/15/2023
Settlement Agent Troy J Parrish, LLC
File # 230501900379
Property 119 N Chaney Dr
 Belle Rive, IL 62810-1251
Sale Price \$149,500

Transaction Information

Borrower Tiffanie A Seidel
 3135 N Log Cabin Ln
 Bonnie, IL 62816
Seller Lashell Shaw
 2517 Alma Hickory Rd
 Odin, IL 62870
Lender Peoples National Bank, N.A.

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type Conventional FHA
 VA
Loan ID # 29353
MIC #

Loan Terms		Can this amount increase after closing?
Loan Amount	\$99,500	NO
Interest Rate	7.375 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$687.22	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments		
Payment Calculation	Years 1-30	
Principal & Interest		\$687.22
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	0
Estimated Total Monthly Payment		\$687.22
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$318.83 Monthly	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? NO NO

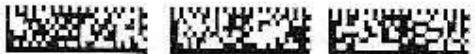
Costs at Closing		
Closing Costs	\$4,147.33	Includes \$2,175.45 in Loan Costs + \$1,971.88 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$53,102.43	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>



Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges	\$750.00				
01 % of Loan Amount (Points)					
02 Processing Fees	\$750.00				
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For	\$727.45				
01 Appraisal Fee to Thompson Appraisal	\$450.00				
02 Credit Report to Informative Research	\$54.00				
03 Flood Certification to Corelogic	\$8.50				
04 MERS(R) Registration Fee to MERSCORP Holdings Inc	\$24.95				
05 Tax Service to PennyMac	\$80.00				
06 Verification Bundle to Informative Research	\$110.00				
07					
08					
09					
10					
C. Services Borrower Did Shop For	\$688.00				
01 Title - Chain of Title to Troy J Parrish, LLC	\$100.00				
02 Title - Closing Fee to Troy J Parrish, LLC	\$150.00				
03 Title - Closing Protection Letter to ATG Fees & Transfers	\$50.00				
04 Title - Endorsement Fee(s) to Troy J Parrish, LLC	\$150.00				
05 Title - Later Date Fee to Troy J Parrish, LLC	\$50.00				
06 Title - Lender's Title Insurance to Troy J Parrish, LLC	\$145.00				
07 Title - State Regulatory Fee to ATG Fees & Transfers	\$3.00				
08 Title - Wire Transfer Fee to Community First Bank of the Heartland	\$50.00				
D. TOTAL LOAN COSTS (Borrower-Paid)	\$2,175.45				
Loan Costs Subtotals (A + B + C)	\$2,175.45				

Other Costs					
E. Taxes and Other Government Fees		\$170.00			
01 Recording Fees Deed: \$85.00 Mortgage: \$85.00	\$170.00				
02					
F. Prepays		\$1,801.88			
01 Homeowner's Insurance Premium (12 mo.) to American Family Insurance	\$1,475.80				
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (\$20.38 per day from 11/15/23 to 12/1/23)	\$326.08				
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06					
07					
08 Aggregate Adjustment	\$0.00				
H. Other					
01					
02					
03					
04					
05					
06					
07					
08					
I. TOTAL OTHER COSTS (Borrower-Paid)	\$1,971.88				
Other Costs Subtotals (E + F + G + H)	\$1,971.88				
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$4,147.33			
Closing Costs Subtotals (D + I)	\$4,147.33				
Lender Credits					



Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$4,657.00	\$4,147.33	YES See Total Loan Costs (D) and Total Other Costs (I).
Closing Costs Paid Before Closing	\$0	\$0	NO
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$50,000.00	\$50,000.00	NO
Deposit	\$0	\$0	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	-\$1,044.90	YES See details in Section L.
Cash to Close	\$54,657.00	\$53,102.43	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing		\$153,647.33
01	Sale Price of Property	\$149,500.00
02	Sale Price of Any Personal Property Included in Sale	
03	Closing Costs Paid at Closing (J)	\$4,147.33
04		
Adjustments		
05		
06		
07		
Adjustments for Items Paid by Seller in Advance		
08	City/Town Taxes to	
09	County Taxes to	
10	Assessments to	
11		
12		
13		
14		
15		
L. Paid Already by or on Behalf of Borrower at Closing		\$100,544.90
01	Deposit	
02	Loan Amount	\$99,500.00
03	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	
Other Credits		
06		
07		
Adjustments		
08		
09		
10		
11		
Adjustments for Items Unpaid by Seller		
12	City/Town Taxes to	
13	County Taxes 01/01/23 to 11/15/23	\$1,044.90
14	Assessments to	
15		
16		
17		
CALCULATION		
Total Due from Borrower at Closing (K)		\$153,647.33
Total Paid Already by or on Behalf of Borrower at Closing (L)		-\$100,544.90
Cash to Close	<input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$53,102.43

SELLER'S TRANSACTION

M. Due to Seller at Closing		\$149,500.00
01	Sale Price of Property	\$149,500.00
02	Sale Price of Any Personal Property Included in Sale	
03		
04		
05		
06		
07		
08		
Adjustments for Items Paid by Seller in Advance		
09	City/Town Taxes to	
10	County Taxes to	
11	Assessments to	
12		
13		
14		
15		
16		
N. Due from Seller at Closing		
01	Excess Deposit	
02	Closing Costs Paid at Closing (J)	
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff of First Mortgage Loan	
05	Payoff of Second Mortgage Loan	
06		
07		
08	Seller Credit	
09		
10		
11		
12		
13		
Adjustments for Items Unpaid by Seller		
14	City/Town Taxes to	
15	County Taxes to	
16	Assessments to	
17		
18		
19		
CALCULATION		
Total Due to Seller at Closing (M)		\$149,500.00
Total Due from Seller at Closing (N)		\$0.00
Cash	<input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$149,500.00



Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the principal and interest overdue.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
119 N Chaney Dr, Belle Rive, IL 62810-1251

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$3,507.13	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.



Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$249,902.68
Finance Charge. The dollar amount the loan will cost you.	\$149,453.68
Amount Financed. The loan amount available after paying your upfront finance charge.	\$97,947.47
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	7.535 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	148.972 %



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about:

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

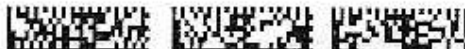
	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Peoples National Bank, N.A.		Capps Realty	Capps Realty	Troy J Parish, LLC
Address	413 S. 34th St PO Box 1007 Mount Vernon, IL 62864		13334 N Frontage Rd Mount Vernon, IL 62864	13334 N Frontage RE Mount Vernon, IL 62864	1112 Broadway Street Mount Vernon, IL 62864
NMLS ID	453047				
IL License ID			481.013753	481.013753	IL02.4005396
Contact	Pharrah L Decker		Cory Capps	Cory Capps	Jason Hulbert
Contact NMLS ID	1730022				
Contact IL License ID			471.021492	471.021492	
Email	pharrah.decker@peoplesnationalbank.com		corycapps@hotmail.com	corycapps@hotmail.com	kct@kingcitytitle.com
Phone	618-241-6927		618-231-6548	618-231-6548	618-204-5780

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Tiffany A Seidel
Tiffany A Seidel

11/15/2023
Date



Closing Disclosure

Closing Information

Date Issued 11/10/2023
Closing Date 11/15/2023
Disbursement Date 11/15/2023
Settlement Agent Troy J. Parrish, LLC
File # 230501900379
Property 119 N. Chaney Dr.
 Belle Rive, IL 62810
Sale Price \$149,500.00

Transaction Information

Borrower Tiffanie A. Seidel
 3135 N Log Canin Ln
 Bonnie, IL 62816
Seller Lashell Shaw
 2517 Alma Hickory Rd.
 Odin, 62870

Summaries of Transactions

SELLER'S TRANSACTION

Due to Seller at Closing		\$149,500.00
01	Sale Price of Property	\$149,500.00
02	Sale Price of Any Personal Property Included in Sale	
03		
04		
05		
06		
07		
08		
Adjustments for Items Paid by Seller in Advance		
09	County Property Tax	
10	County Property Tax	
11		
12		
13		
14		
15		
16		

Due from Seller at Closing		\$96,170.57
01	Excess Deposit	
02	Closing Costs Paid at Closing (J)	\$10,233.25
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff First Mortgage to PNC Bank	\$83,717.31
05		
06		
07		
08	2002 Property Taxes (2nd Install)	\$1,154.64
09	2002 Property Taxes (2nd Install)	\$20.47
10		
11		
12		
13		

Adjustments for Items Unpaid by Seller				
14	County Property Tax	1/1/2023	thru 11/15/2023	\$1,009.12
15	County Property Tax	1/1/2023	thru 11/15/2023	\$35.78
16				
17				
18				
19				

CALCULATION		
Total Due to Seller at Closing		\$149,500.00
Total Due from Seller at Closing		-\$96,170.57
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller		\$53,329.43

Contact Information

REAL ESTATE BROKER (B)	
Name	Capps Realty
Address	13334 N Frontage Rd. Mt. Vernon, IL 62864
IL License ID	481.013753
Contact	Cory Capps
Contact IL License ID	471.021492
Email	corycapps@hotmail.com
Phone	618-231-6548

REAL ESTATE BROKER (S)	
Name	Capps Realty
Address	13334 N Frontage Rd. Mt. Vernon, IL 62864
IL License ID	481.013753
Contact	Cory Capps
Contact IL License ID	471.021492
Email	corycapps@hotmail.com
Phone	618-231-6548

SETTLEMENT AGENT	
Name	Troy J. Parrish, LLC
Address	1112 Broadway Street Mt. Vernon, IL 62864
IL License ID	IL02.4005396
Contact	Jason Hulbert
Contact Error	
State Issued Contact License License ID	
Email	kct@kingcitytitle.com
Phone	618-244-9543



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Closing Cost Details

Loan Costs		Seller-Paid	
		At Closing	Before Closing
A. Origination Charges			
01	0% of Loan Amount (Points) to		
02	Processing Fees to Peoples National Bank, NA		
B. Services Borrower Did Not Shop For			
01	Appraisal Fee to Thompson Appraisals		
02	Credit Report Fee to Informative Research		
03	Flood Certification to CoreLogic		
04	MERS(R) Registration Fee to Merscorp Holdings Inc.		
05	Tax Service to PennyMac		
06	Verification Bundle to Informative Research		
C. Services Borrower Did Shop For			
01	Title - Chain of Title to Troy J. Parrish, LLC		
02	Title - Closing Protection Letters to ATG Fees & Transfers		
03	Title - Endorsements to Troy J. Parrish, LLC		
04	Title - Later Date Search to Troy J. Parrish, LLC		
05	Title - Lender's Title Insurance to Troy J. Parrish, LLC		
06	Title - Settlement Fee to Troy J. Parrish, LLC		
07	Title - State Regulatory Fee to ATG Fees & Transfers		
08	Title - Wire Fee to Community First Bank of the Heartland		
09	Title - Wire Fee (Cash to Close) to Community First Bank of the Heartland		

Other Costs

E. Taxes and Other Government Fees			\$224.25
01	Recording Fees	Deed: \$85.00 Mortgage: \$85.00 to Jefferson County Recorder	
02	Transfer Tax	to	
03	City Transfer Stamps	to	
04	County Transfer Stamps	to Jefferson County Recorder	\$74.75
05	State Transfer Stamps	to Jefferson County Recorder	\$149.50
F. Prepays			
01	Homeowner's Insurance Premium (12 mo.)	to American Family Insurance	
02	Mortgage insurance Premium (mo.)	to	
03	Prepaid Interest (\$20.38 per day from 11/15/2023 to 12/01/2023)	to Peoples National Bank, NA	
04	Property Taxes (mo.)	to	
G. Initial Escrow Payment at Closing to Peoples National Bank, NA			
01	Homeowner's insurance	per month for mo.	
02	Mortgage Insurance	per month for mo.	
03	Property Taxes	per month for mo.	
04	Assessment Taxes	per month for mo.	
05	City Property Taxes	per month for mo.	
06	County Property Taxes	per month for mo.	
07	Other Taxes	per month for mo.	
08	School Property Taxes	per month for mo.	
09	Aggregate Adjustment		
H. Other			\$10,009.00
01	Attorney Fees	to	
02	FSBO Fee	to	
03	Pest Inspection	to	
04	Real Estate Commission - Listing/Selling	to Capps Realty	\$8,970.00
05	Survey	to	
06	Title - Closing Protection Letter	to ATG Fees & Transfers	\$50.00
07	Title - Courthouse Copies	to Troy J. Parrish, LLC	\$16.00
08	Title - Deed & PIAX	to Troy J. Parrish, LLC	\$125.00
09	Title - Owner's Title Insurance	to Troy J. Parrish, LLC	\$550.00
10	Title - Search & Exam Fee	to Troy J. Parrish, LLC	\$145.00
11	Title - Settlement Fee	to Troy J. Parrish, LLC	\$125.00
12	Title - State Regulatory Fee	to ATG Fees & Transfers	\$3.00
13	Title - Wire Fee (Payoff)	to Community First Bank of the Heartland	\$25.00
I. TOTAL CLOSING COSTS			\$10,233.25

Lashell Shaw

Lashell Shaw

PREPARED BY:
Troy J. Parrish
1112 Broadway Street
Mt. Vernon, IL 62864

MAIL TAX BILL TO:
Tiffanie A. Seidel
119 N. Chaney Dr.
Belle Rive, IL 62810

MAIL RECORDED DEED TO:
Tiffanie A. Seidel
119 N. Chaney Dr.
Belle Rive, IL 62810

COPY

WARRANTY DEED
Statutory (Illinois)

THE GRANTOR(S), **Lashell Shaw**, of the Village of Odin, State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, CONVEY(S) AND WARRANT(S) to **Tiffanie A. Seidel, a single person**, of 3135 N Log Canin Ln, Bonnie, Illinois 62816, all right, title, and interest in the following described real estate situated in the County of JEFFERSON, State of Illinois, to wit:

Lots 22 and 23 in Martin Chaney's 1st Subdivision of the Village of Belle Rive, as shown by Plat recorded in Cabinet 2, Drawer M, Instrument No. 4351, Jefferson County Recorder's Office, situated in the Southwest Quarter of the Northwest Quarter of Section 28, Township 3 South, Range 4, East of the Third Principal Meridian, subject to the terms and conditions of any prior exceptions, conveyance or reservations of the coal, oil, gas and other minerals, together with the right to mine and remove the same, and subject to all rights and easements in favor of the owner of the mineral estate and all parties claiming by, through or under said estate, all situated in Jefferson County, Illinois.
Permanent Index Number(s): 12-26-152-011 & 12-26-152-012
Property Address: 119 N. Chaney Dr., Belle Rive, IL 62810

Subject, however, to the general taxes for the year of 2023 and thereafter, and all covenants, restrictions, and conditions of record, applicable zoning laws, ordinances, and other governmental regulations.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

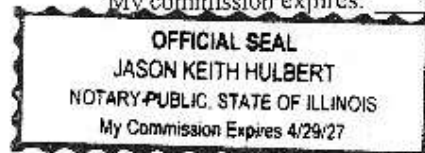
Dated this 15 day of November, 2023
Lashell Shaw
Lashell Shaw

STATE OF Illinois)
COUNTY OF Jefferson) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lashell Shaw, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 15 day of November, 2023

Jason Keith Hulbert
Notary Public
My commission expires: Apr 29, 2027



Exempt under the provisions of paragraph _____



National Title Insurance Company

Commitment No. 230501900379

ALTA COMMITMENT FOR TITLE INSURANCE

American Land Title Association Commitment for Title Insurance—adopted July 1, 2021

Issued by

ADVOCUS NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Advocus National Title Insurance Company, an Illinois corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

 **Advocus** National Title Insurance Company



Peter J. Birnbaum
President and Chief Executive Officer

COMMITMENT CONDITIONS

1. DEFINITIONS

- "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. THE COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at www.alta.org/arbitration.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: 230501900379
Issuing Agent: Troy J. Parrish, LLC
Issuing Office's
ALTA® Registry ID: 1185629
Loan ID Number: 29353
Property Address: 119 N. Chaney Dr.
Belle Rive, IL 62810

COMMITMENT FORM – SCHEDULE A

1. Commitment Date: October 18, 2023
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy
Proposed Insured: Tiffanie A. Seidel

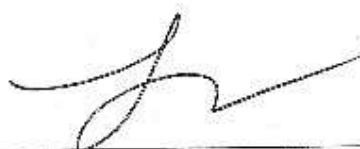
Proposed Amount of Insurance: \$149,500.00
 - b. 2021 ALTA Loan Policy
Proposed Insured: Peoples National Bank, NA, its successors and/or assigns

Proposed Amount of Insurance: \$99,500.00
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Lashell Shaw
5. The Land is described as follows:
Lots 22 and 23 in Martin Chaney's 1st Subdivision of the Village of Belle Rive, as shown by Plat recorded in Cabinet 2, Drawer M, Instrument No. 4351, Jefferson County Recorder's Office, situated in the Southwest Quarter of the Northwest Quarter of Section 28, Township 3 South, Range 4, East of the Third Principal Meridian, subject to the terms and conditions of any prior exceptions, conveyance or reservations of the coal, oil, gas and other minerals, together with the right to mine and remove the same, and subject to all rights and easements in favor of the owner of the mineral estate and all parties claiming by, through or under said estate, all situated in Jefferson County, Illinois.

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Issued By:
Troy J. Parrish, LLC
1112 Broadway Street
Mt. Vernon, IL 62864
618-244-9543

5019
Agent No.


Signature of Agent or Authorized Signatory

COMMITMENT FORM – SCHEDULE B

Commitment No.: 230501900379

Commitment Date: October 18, 2023

State Issued: IL

File Name:

**PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The following additional requirements must be satisfied at or prior to the closing:
 - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
 - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
 - d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
7. Per Illinois law, for closings on or after January 1, 2011, the Company will issue Closing Protection Letters to the parties to the transaction if it is closed by the Company or its approved title insurance agent.
8. If you are a lender, your Company Closing Protection Letter will be valid only if you receive it in one of the following two ways, (1) as an email from the domain "@advocustitle.com" or (2) as a fax from fax number 312.372.9509 or 217.403.7401.
9. In order to issue the Covenants, Conditions, and Restrictions – Loan Endorsement (ALTA 9.3-06) on the final mortgage policy, the Company must be provided with a current survey of the property (not older than six months from the date of this commitment) for non-residential property, or an Affidavit in Lieu of Survey (Advocus Form 3001) for residential property, and evidence of the current use of the property.

**PART II
Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Standard Exceptions


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Issued By:

Troy J. Parrish, LLC
1112 Broadway Street
Mt. Vernon, IL 62864
618-244-9543

5019

Agent No.


Signature of Agent or Authorized Signatory

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ALTA Statement form or an equivalent form:
 - a. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Taxes for the year 2022 and thereafter:

First installment 2022 taxes in the amount of \$1,154.64 is paid.
 Second installment 2022 taxes in the amount of \$1,154.64 is due 11/16/23.
 Taxes for the year 2023 are not yet due and payable.

Permanent Index No. 12-26-152-011
4. Taxes for the year 2022 and thereafter:

First installment 2022 taxes in the amount of \$20.47 is paid.
 Second installment 2022 taxes in the amount of \$20.47 is due 11/16/23.
 Taxes for the year 2023 are not yet due and payable.

Permanent Index No. 12-26-152-012
5. Mortgage, dated November 19, 2018 and recorded November 21, 2018 as Document No. 201805259 executed by Lashell Shaw, a single woman, and given to MFRS, as nominee for Peoples National Bank, NA, to secure a note in the amount of \$97,200.00, and such other sums as provided therein.
6. Except coal, oil, gas and other mineral title, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals excepted or reserved in prior conveyances. Note: No search has been made of the coal, oil, gas or other mineral title.
7. Rights of the public, State of Illinois and the Municipality in and to that part of the premises in question taken, used, or dedicated for roads, streets, alleys, or highways.
8. Rights of way for drainage tiles, ditches, feeders and laterals.
9. Rights of public and quasi-public utilities, if any, in the land described herein, for the maintenance therein of poles, conduits, sewers, etc..
10. Rights and interest of the spouse, if any, of title holder or person(s) taking title named in Schedule "A". Note: The present marital status of the Grantors herein named must be disclosed in any subsequent Deed of Conveyance and/or Mortgage ATG is asked to insure, and their spouses, if any, must join in the execution of said Instruments in order to release any homestead rights.
11. Effective January 1, 2018 the Illinois Department of Revenue (IDOR) began utilizing a central registry for maintaining Notices of Tax Liens filed or released that are enforced by the IDOR. The Notices and Releases will no longer be filed with the County

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Recorder's Offices.

In order to complete the title search for any possible judgments and liens against parties with an interest in the insured land, ATG must be furnished with an Illinois State Lien Registry Information form (ATG Form 4235) for each Seller and Buyer, and this Commitment is subject to such further Exceptions, if any, as may then be deemed necessary.

CHAIN OF TITLE: The following conveyances are found of record within the 24 months prior to the original Effective Date of this Commitment:

Warranty Deed dated November 19, 2018 and recorded November 21, 2018 as Document No. 201805258, executed by Caleb T. Spicuzza and Alyssa A. Spicuzza, FKA Alyssa A. Burge and given to Lashell Shaw.

Note: This information will not appear on the final Policy if/when issued. Disclaimer: The above listed Chain of Title is for informational purposes only. The liability of the insurer/issuing agent in connection with this information is limited to actual damages arising out of an error contained herein but in no event shall liability exceed \$100.00.

End of Schedule B

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COMMITMENT FORM – NOTES

Commitment No.: 230501900379

Commitment Date: October 18, 2023

State Issued: IL

File Name:

Notes for Information

Covenants, Conditions and Restrictions-Loan Endorsement has been approved for issuance with the Mortgagee Policy (MPA).

Environmental Protection Lien Endorsement has been approved for issuance with the Mortgagee Policy (MPA).

Location Endorsement has been approved for issuance with the Mortgagee Policy (MPA) for this transaction, if requested.

End of Notes for Information

Issued By:

Troy J. Parrish, LLC
1112 Broadway Street
Mt. Vernon, IL 62864
618-244-9543

5019

Agent No.



Signature of Agent or Authorized Signatory



PTAX-203

Illinois Real Estate Transfer Declaration

Step 1: Identify the property and sale information.

1 119 N CHANEY DR
Street address of property (or 911 address, if available)
BELLE RIVE 62810-0000
City or village ZIP
Pendleton
Township

2 Enter the total number of parcels to be transferred. 2

3 Enter the primary parcel identifying number and lot size or acreage
12-26-152-011 112.72' x Dimensions No
Primary PIN 100.64 +/- Unit Split
acres Parcel

4 Date of instrument: 11/15/2023
Date

5 Type of instrument (Mark with an "X."): Warranty deed
 Quit claim deed Executor deed Trustee deed
 Beneficial interest Other (specify):

6 Yes No Will the property be the buyer's principal residence?

7 Yes No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.

Current Intended
a Land/lot only
b Residence (single-family, condominium, townhome, or duplex)
c Mobile home residence
d Apartment building (6 units or less) No. of units: 0
e Apartment building (over 6 units) No. of units: 0
f Office
g Retail establishment
h Commercial building (specify):
i Industrial building
j Farm
k Other (specify):

9 Identify any significant physical changes in the property since January 1 of the previous year and enter the date of the change. Date of significant change: _____
Demolition/damage _____ Additions _____ Major remodeling _____
New construction _____ Other (specify): _____

10 Identify only the items that apply to this sale.

a Fulfillment of installment contract
year contract initiated: _____
b Sale between related individuals or corporate affiliates
c Transfer of less than 100 percent interest
d Court-ordered sale
e Sale in lieu of foreclosure
f Condemnation
g Short sale
h Bank REO (real estate owned)
i Auction sale
j Seller/buyer is a relocation company
k Seller/buyer is a financial institution or government agency
l Buyer is a real estate investment trust
m Buyer is a pension fund
n Buyer is an adjacent property owner
o Buyer is exercising an option to purchase
p Trade of property (simultaneous)
q Sale-leaseback
r Other (specify):
s Homestead exemptions on most recent tax bill:
1 General/Alternative 6,000.00
2 Senior Citizens 0.00
3 Senior Citizens Assessment Freeze 0.00

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration

11 149,500.00



Declaration ID: 20231104168994
 Status: Closing Completed
 Document No.: Not Recorded

State/County Stamp: Not Issued

12a	Amount of personal property included in the purchase	12a	0.00
12b	Was the value of a mobile home included on Line 12a?	12b	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
13	Subtract Line 12a from Line 11. This is the net consideration for real property	13	149,500.00
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14	0.00
15	Outstanding mortgage amount to which the transferred real property remains subject	15	0.00
16	If this transfer is exempt, identify the provision.	16	b k m
17	Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17	149,500.00
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62)	18	299.00
19	Illinois tax stamps — multiply Line 18 by 0.50.	19	149.50
20	County tax stamps — multiply Line 18 by 0.25.	20	74.75
21	Add Lines 19 and 20. This is the total amount of transfer tax due	21	224.25

Step 3: Enter the legal description from the deed. Enter the legal description from the deed.

LOTS 22 AND 23 IN MARTIN CHANEY'S 1ST SUBDIVISION OF THE VILLAGE OF BELLE RIVE, AS SHOWN BY PLAT RECORDED IN CABINET 2, DRAWER M, INSTRUMENT NO. 4351, JEFFERSON COUNTY RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, SUBJECT TO THE TERMS AND CONDITIONS OF ANY PRIOR EXCEPTIONS, CONVEYANCE OR RESERVATIONS OF THE COAL, OIL, GAS AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO MINE AND REMOVE THE SAME, AND SUBJECT TO ALL RIGHTS AND EASEMENTS IN FAVOR OF THE OWNER OF THE MINERAL ESTATE AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SAID ESTATE, ALL SITUATED IN JEFFERSON COUNTY, ILLINOIS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information

LASHELL SHAW
 Seller's or trustee's name Seller's trust number (if applicable - not an SSN or FEIN)

2517 ALMA HATCHERY RD ODIN **IL** 62870-1545
 Street address (after sale) City State ZIP

618-214-5814 USA
 Seller's daytime phone Phone extension Country

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Buyer Information

TIFFANIE A SEIDEL
 Buyer's or trustee's name Buyer's trust number (if applicable - not an SSN or FEIN)

119 N CHANEY DR BELLE RIVE **IL** 62810-1251
 Street address (after sale) City State ZIP

618-214-4224 USA
 Buyer's daytime phone Phone extension Country

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Mail tax bill to:



Declaration ID: 20231104168994
Status: Closing Completed
Document No.: Not Recorded

State/County Stamp: Not Issued

TIFFANIE A SEIDEL	119 N CHANEY DR	BELLE RIVE	IL	62810-1251
Name or company	Street address	City	State	ZIP

Preparer Information

JASON HULBERT - KING CITY TITLE	USA			
Preparer and company name	Country	230501900379		
1112 BROADWAY ST	MOUNT VERNON	IL	62864-3806	
Street address	City	State	ZIP	
kct@kingcitytittle.com	618-244-9543		USA	
Preparer's email address (if available)	Preparer's daytime phone	Phone extension	Country	

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Identify any required documents submitted with this form. (Mark with an "X.")
 Extended legal description Form PTAX-203-A
 Itemized list of personal property Form PTAX-203-B

To be completed by the Chief County Assessment Officer					
1	County	Township	Class	Cook-Minor	Code 1 Code 2
2	Board of Review's final assessed value for the assessment year prior to the year of sale.				
	Land	_____			
	Buildings	_____			
	Total	_____			
3	Year prior to sale _____				
4	Does the sale involve a mobile home assessed as real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No				
5	Comments _____				

Illinois Department of Revenue Use	Tab number



Declaration ID: 20231104168994

Status: Closing Completed

Document No.: Not Recorded

State/County Stamp: Not Issued

Additional parcel identifying numbers and lot sizes or acreage

Property index number (PIN)	Lot size or acreage	Unit	Split Parcel?
12-26-152-012	112.72 x 139.64' +/-	Dimensions	No

Personal Property Table

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 11/10/2023
Closing Date 11/15/2023
Disbursement Date 11/15/2023
Settlement Agent Troy J Parrish, LLC
File # 230501900379
Property 119 N Chaney Dr
 Belle Rive, IL 62830-1251
Sale Price \$149,500

Transaction Information

Borrower Tiffanie A Seldel
 3135 N Log Cabin Ln
 Bonnie, IL 62816
Seller Lashell Shaw
 2517 Alma Hickory Rd
 Odin, IL 62870
Lender Peoples National Bank, N.A.

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type Conventional FHA
 VA
Loan ID # 29353
MIC #

Loan Terms		Can this amount increase after closing?
Loan Amount	\$99,500	NO
Interest Rate	7.375 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$687.22	NO
Does the loan have these features?		
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments		
Payment Calculation		Years 1-30
Principal & Interest		\$687.22
Mortgage Insurance	+	0
Estimated Escrow <i>Amount can increase over time</i>	+	0
Estimated Total Monthly Payment		\$687.22
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$318.83 Monthly	<p>This estimate includes</p> <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? NO NO

Costs at Closing		
Closing Costs	\$4,147.33	Includes \$2,175.45 in Loan Costs + \$1,971.88 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$53,102.43	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

Loan Costs	Borrower Paid		Seller Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 % of Loan Amount (Points)	\$750.00				
02 Processing Fees	\$750.00				
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01 Appraisal Fee to Thompson Appraisal	\$450.00				
02 Credit Report to Informative Research	\$54.00				
03 Flood Certification to Corelogic	\$8.50				
04 MERS(R) Registration Fee to MERSCORP Holdings Inc	\$24.95				
05 Tax Service to PennyMac	\$80.00				
06 Verification Bundle to Informative Research	\$110.00				
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01 Title - Chain of Title to Troy J Parrish, LLC	\$300.00				
02 Title - Closing Fee to Troy J Parrish, LLC	\$150.00				
03 Title - Closing Protection Letter to ATG Fees & Transfers	\$50.00				
04 Title - Endorsement Fee(s) to Troy J Parrish, LLC	\$150.00				
05 Title - Later Date Fee to Troy J Parrish, LLC	\$50.00				
06 Title - Lender's Title Insurance to Troy J Parrish, LLC	\$145.00				
07 Title - State Regulatory Fee to ATG Fees & Transfers	\$3.00				
08 Title - Wire Transfer Fee to Community First Bank of the Heartland	\$50.00				
D. TOTAL LOAN COSTS (Borrower-Paid)	\$2,175.45				
Loan Costs Subtotals (A + B + C)	\$2,175.45				
Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Decd: \$85.00 Mortgage: \$85.00	\$170.00				
02					
F. Prepays					
01 Homeowner's Insurance Premium (12 mo.) to American Family Insurance	\$1,475.88				
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (\$20.38 per day from 11/15/23 to 12/1/23)	\$326.08				
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06					
07					
08 Aggregate Adjustment	\$0.00				
H. Other					
01					
02					
03					
04					
05					
06					
07					
08					
I. TOTAL OTHER COSTS (Borrower-Paid)	\$1,971.88				
Other Costs Subtotals (E + F + G + H)	\$1,971.88				
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)	\$4,147.33				
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$4,657.00	\$4,147.33	YES See Total Loan Costs (D) and Total Other Costs (I).
Closing Costs Paid Before Closing	\$0	\$0	NO
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$50,000.00	\$50,000.00	NO
Deposit	\$0	\$0	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	-\$1,044.90	YES See details in Section L.
Cash to Close	\$54,657.00	\$53,102.43	

Summary of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$153,647.33
01 Sale Price of Property	\$149,500.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$4,147.33
04	
Adjustments	
05	
06	
07	
Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes to	
09 County Taxes to	
10 Assessments to	
11	
12	
13	
14	
15	
L. Paid Already by or on Behalf of Borrower at Closing	-\$100,544.90
01 Deposit	
02 Loan Amount	\$99,500.00
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	
Other Credits	
06	
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes 01/01/23 to 11/15/23	\$1,044.90
14 Assessments to	
15	
16	
17	
CALCULATION	
Total Due from Borrower at Closing (K)	\$153,647.33
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$100,544.90
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$53,102.43

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$149,500.00
01 Sale Price of Property	\$149,500.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12	
13	
14	
15	
16	
N. Due from Seller at Closing	\$0.00
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17	
18	
19	
CALCULATION	
Total Due to Seller at Closing (M)	\$149,500.00
Total Due from Seller at Closing (N)	\$0.00
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$149,500.00

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the principal and interest overdue.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
119 N Chaney Dr, Belle Rive, IL 62810-1251

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	\$3,507.13	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$249,902.68
Finance Charge. The dollar amount the loan will cost you.	\$149,453.68
Amount Financed. The loan amount available after paying your upfront finance charge.	\$97,947.47
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	7.535 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	148.972 %



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Peoples National Bank, N.A.		Capps Realty	Capps Realty	Troy J Parish, LLC
Address	413 S. 34th St PO Box 1007 Mount Vernon, IL 62864		13334 N Frontage Rd Mount Vernon, IL 62864	13334 N Frontage Rd Mount Vernon, IL 62864	1112 Broadway Street Mount Vernon, IL 62864
NMLS ID	453047				
IL License ID			481.013753	481.013753	IL02.4005396
Contact	Pharah L Decker		Cory Capps	Cory Capps	Jason Hulbert
Contact NMLS ID	1730022				
Contact IL License ID			471.021492	471.021492	
Email	pharah.decker@peoplesnationalbank.com		corycapps@hotmail.com	corycapps@hotmail.com	kct@kingcitytitle.com
Phone	618-241-6927		618-231-6548	618-231-6548	618-204-5780

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Tiffany A Seidel

Date

Closing Disclosure

Closing Information

Date Issued 11/10/2023
 Closing Date 11/15/2023
 Disbursement Date 11/15/2023
 Settlement Agent Troy J. Parrish, LLC
 File # 230501900379
 Property 119 N. Chaney Dr.
 Belle Rive, IL 62810
 Sale Price \$149,500.00

Transaction Information

Borrower Tiffanie A. Seidel
 3135 N Log Canin Ln
 Bonnie, IL 62816
 Seller Lashell Shaw
 2517 Alma Hickory Rd.
 Odin, 62870

Summaries of Transactions

SELLER'S TRANSACTION

Due to Seller at Closing		\$149,500.00
01	Sale Price of Property	\$149,500.00
02	Sale Price of Any Personal Property Included in Sale	
03		
04		
05		
06		
07		
08		
Adjustments for Items Paid by Seller in Advance		
09	County Property Tax	
10	County Property Tax	
11		
12		
13		
14		
15		
16		
Due from Seller at Closing		\$96,170.57
01	Excess Deposit	
02	Closing Costs Paid at Closing (J)	\$10,233.25
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff First Mortgage to PNC Bank	\$83,717.31
05		
06		
07		
08	2002 Property Taxes (2nd Install)	\$1,154.64
09	2002 Property Taxes (2nd Install)	\$20.47
10		
11		
12		
13		
Adjustments for Items Unpaid by Seller		
14	County Property Tax 1/1/2023 thru 11/15/2023	\$1,009.12
15	County Property Tax 1/1/2023 thru 11/15/2023	\$35.78
16		
17		
18		
19		

CALCULATION		
Total Due to Seller at Closing		\$149,500.00
Total Due from Seller at Closing		-\$96,170.57
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller		\$53,329.43

Contact Information

REAL ESTATE BROKER (B)	
Name	Capps Realty
Address	13334 N Frontage Rd. Mt. Vernon, IL 62864
IL License ID	481.013753
Contact	Cory Capps
Contact IL License ID	471.021492
Email	corycapps@hotmail.com
Phone	618-231-6548

REAL ESTATE BROKER (S)	
Name	Capps Realty
Address	13334 N Frontage Rd. Mt. Vernon, IL 62864
IL License ID	481.013753
Contact	Cory Capps
Contact IL License ID	471.021492
Email	corycapps@hotmail.com
Phone	618-231-6548

SETTLEMENT AGENT	
Name	Troy J. Parrish, LLC
Address	1112 Broadway Street Mt. Vernon, IL 62864
IL License ID	ILD2.4005396
Contact	Jason Hulbert
Contact Error	
State Issued Contact License License ID	
Email	kct@kingcitytitle.com
Phone	618-244-9543



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Closing Cost Details

Loan Costs		Seller Paid	
		At Closing	Before Closing
A. Origination Charges			
01	0% of Loan Amount (Points)	to	
02	Processing Fees	to Peoples National Bank, NA	
B. Services Borrower Did Not Shop For			
01	Appraisal Fee	to Thompson Appraisals	
02	Credit Report Fee	to Informative Research	
03	Flood Certification	to CoreLogic	
04	MERS(R) Registration Fee	to Merscorp Holdings Inc.	
05	Tax Service	to PannyMac	
06	Verification Bundle	to Informative Research	
C. Services Borrower Did Shop For			
01	Title - Chain of Title	to Troy J. Parrish, LLC	
02	Title - Closing Protection Letters	to ATG Fees & Transfers	
03	Title - Endorsements	to Troy J. Parrish, LLC	
04	Title - Later Date Search	to Troy J. Parrish, LLC	
05	Title - Lender's Title Insurance	to Troy J. Parrish, LLC	
06	Title - Settlement Fee	to Troy J. Parrish, LLC	
07	Title - State Regulatory Fee	to ATG Fees & Transfers	
08	Title - Wire Fee	to Community First Bank of the Heartland	
09	Title - Wire Fee (Cash to Close)	to Community First Bank of the Heartland	

Other Costs

E. Taxes and Other Government Fees			\$224.25
01	Recording Fees	Deed: \$85.00 Mortgage: \$85.00 to Jefferson County Recorder	
02	Transfer Tax	to	
03	City Transfer Stamps	to	
04	County Transfer Stamps	to Jefferson County Recorder	\$74.75
05	State Transfer Stamps	to Jefferson County Recorder	\$149.50
F. Prepays			
01	Homeowner's Insurance Premium (12 mo.)	to American Family Insurance	
02	Mortgage Insurance Premium (mo.)	to	
03	Prepaid Interest (\$20.38 per day from 11/15/2023 to 12/01/2023)	to Peoples National Bank, NA	
04	Property Taxes (mo.)	to	
G. Initial Escrow Payment at Closing to Peoples National Bank, NA			
01	Homeowner's Insurance	per month for mo.	
02	Mortgage Insurance	per month for mo.	
03	Property Taxes	per month for mo.	
04	Assessment Taxes	per month for mo.	
05	City Property Taxes	per month for mo.	
06	County Property Taxes	per month for mo.	
07	Other Taxes	per month for mo.	
08	School Property Taxes	per month for mo.	
09	Aggregate Adjustment		
H. Other			\$10,009.00
01	Attorney Fees	to	
02	FSBO Fee	to	
03	Pest Inspection	to	
04	Real Estate Commission - Listing/Selling	to Capps Realty	\$8,970.00
05	Survey	to	
06	Title - Closing Protection Letter	to ATG Fees & Transfers	\$50.00
07	Title - Courthouse Copies	to Troy J. Parrish, LLC	\$16.00
08	Title - Deed & PTAX	to Troy J. Parrish, LLC	\$125.00
09	Title - Owner's Title Insurance	to Troy J. Parrish, LLC	\$550.00
10	Title - Search & Exam Fee	to Troy J. Parrish, LLC	\$145.00
11	Title - Settlement Fee	to Troy J. Parrish, LLC	\$125.00
12	Title - State Regulatory Fee	to ATG Fees & Transfers	\$3.00
13	Title - Wire Fee (Payoff)	to Troy J. Parrish, LLC	\$25.00
J. TOTAL CLOSING COSTS			\$10,239.25

Lashell Shaw

 **Advocus National Title Insurance Company™**

CHANGE OF NAME ADDENDUM TO CLOSING DISCLOSURE/SETTLEMENT STATEMENT

File No. 230501900379

This Change of Name Addendum to Closing Disclosure/Settlement Statement is attached to the Closing Disclosure-Settlement Statement issued by Attorneys' Title Guaranty Fund, Inc. regarding File No. 230501900379

Wherever in the said Closing Disclosure/Settlement Statement the name **ATTORNEYS' TITLE GUARANTY FUND, INC.** is used, the name **ADVOCUS NATIONAL TITLE INSURANCE COMPANY** is hereby substituted.

Wherever in the said Closing Disclosure/Settlement Statement the acronym "ATG" is used, the term "Advocus" is hereby substituted.

In witness whereof, ADVOCUS NATIONAL TITLE INSURANCE COMPANY has executed this Change of Name Addendum to Closing Disclosure-Settlement Statement as of November 14, 2023
Date

 **Advocus National Title Insurance Company™**



Peter J. Birnbaum
President and Chief Executive Officer



PEOPLES
NATIONAL
BANK

520 S. 42nd Street, PO Box 908, Mt. Vernon, IL 62864
618.241.6500 peoplesnationalbank.com

PRE-QUALIFICATION LETTER

Date: October 14, 2023
Borrower(s): Tiffanie A Seidel
Address: 3135 N Log Cabin Ln
 Bonnie, IL 62816

Thank you for your interest in our mortgage program. Based upon the information you have submitted, along with your credit report, we have pre-qualified you for the following:

Loan Type / Product:	<u>Conventional / 30 Years / Fixed Rate</u>	Loan Program:	<u>Conv 30 Year Fixed Rate</u>
Occupancy:	<u>Primary Residence</u>	Loan Purpose:	<u>Purchase</u>
Sales Price:	<u>\$ 150,000.00</u>	Est. Property Taxes:	<u>\$ 3,000.00</u>
Loan Amount:	<u>\$ 100,000.00</u>	Est. Hazard Insurance:	<u>\$ 1,440.00</u>

This letter is not a formal loan approval. Final loan approval is dependent on the receipt and approval of all loan conditions including, but not limited to, the following:

1. Fully Executed Purchase Contract
2. Complete Loan Application Package
3. Satisfactory Collateral (including: Appraisal, Title, Survey)
4. Additional Conditions:

All information provided will be verified prior to loan closing. The applicant's credit standing, debts, employment and overall financial status must remain unchanged until the loan closes. This letter is valid for 90 days from the date set forth above.

Thank you for applying with Peoples National Bank for your mortgage financing. I look forward to working with you through this process. Please contact me at any time if you have questions.

Sincerely,

Pharrah L Decker, Mortgage Originator
 NMLS #: 1730022
 Phone: 618-241-6927
 Email: pharrah.decker@peoplesnationalbank.com



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 Tiffanie Seidel Seller Lashell Shaw
Buyer _____ Seller _____
Phone _____ Phone _____
Street _____ Apt# _____ Street _____ Apt# _____
City _____ State _____ Zip _____ 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# 1226152011 & 1226152012
Commonly known as: 119 N CHANEY Drive 62810 City of Belle Rive

3. PURCHASE PRICE \$

149,500.00			

Earnest money in the amount of \$ _____ in 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 _____ % of purchase price to cover the following items:

5. CLOSING DATE: The parties shall close this transaction (initial one of the following)
TS LS on or before _____ (insert date); or
TS LS within 30 calendar days from final acceptance.

Buyer TS Buyer _____ Seller LS Seller _____

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, Disposal, Microwave Oven, Range/Oven, Refrigerator, Washer, Dryer

56
57 Not included in the purchase price:
58 NA

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.

69
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.

73 TSJ LSJ FINANCING CONTINGENCY: (select one) This contract is contingent upon Buyer obtaining
74 a written mortgage loan commitment of 80 % 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 8.5 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 completed or
80 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:
85 calendar days from Final Acceptance Date.

86 C. Buyer shall provide an initial "Conditional Loan Approval" no later than 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

90 aforementioned financing cannot be obtained then this contract shall terminate and be of no
91 further force and effect. Refund of earnest money is subject to the terms in Paragraph 19.
92 D. Buyer may terminate this Contract if the purchase price set forth herein exceeds the appraised
93 value of the aforementioned real estate, as determined and in writing by a current licensed and
94 registered appraiser acting on behalf of the Lender or Buyer. then this contract shall terminate and
95 be of no further force and effect. Refund of earnest money is subject to the terms in Paragraph 19.
96 However, Buyer shall have the option of proceeding with this contract without regard to the amount
97 of the appraised valuation.

98 8. POSSESSION: At the time of Closing, Seller shall deliver to Buyer possession of the premises and all personal
99 property sold and conveyed to Buyer hereunder. On or before Closing, Seller shall remove all debris and
100 personal property not to be sold to Buyer hereunder from the Premises. Title to the real estate,
101 improvements, fixtures, included personal property, and all other responsibilities of ownership shall pass to
102 the Buyer at Closing. In the event possession is to be granted prior to closing or after closing, Addendum B -
103 Post Closing Possession or Addendum C - Pre-Closing Possession should be attached as part of this Contract.
104 A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Buyer, but
105 in such event Seller shall pay to Buyer \$_____ per day as damages for breach of contract and
106 not as rent. All other remedies, which Purchaser may have under law, are reserved to Purchaser.
107

108 9. DISCLOSURE STATEMENTS: Buyer confirms that before signing this contract, Buyer (check all that apply)
109 _____ No Residential Real Property Disclosure Report required. Reason: _____
110 has has not received a completed Seller's Residential Real Property Disclosure Report.
111 has has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"
112 has has not received a Lead-Based Paint Disclosure. Not Applicable - Built after 1978
113 has has not received the IEMA Pamphlet "Radon Testing Guidelines for Real Estate Transactions".
114 has has not received the Disclosure of Information on Radon Hazards.
115 Nothing herein shall be deemed to affect any rights afforded by the relevant state or federal laws.

116 ^{Aut/Verdant}
117 Buyer Tiffanie Seidel Buyer _____
118 Tiffanie Seidel

119 10. SELLER'S REPRESENTATIONS: Seller, or its beneficiaries, warrants that notice has not been received
120 from any state or local government authority of any zoning, building, fire, or health code violations, or of
121 any pending rezoning, or of any pending special assessment from any governmental body affecting the Real
122 Estate or improvements.
123

124 11. CONDITION OF PREMISES, INSPECTIONS, AND INSURABILITY (Initial All That Apply):
125 A. This contract is contingent upon satisfactory inspections of the property by Buyer or by
126 a licensed contractor and/or licensed inspector of Buyer's choice and at the Buyer's expense. Pertinent
127 pages of said inspection(s) and a Condition of Premises report shall be given to the Seller within 14
128 calendar days of Final Acceptance of this contract. Buyer agrees that "material defects" are being
129 addressed in this contingency, not minor repairs and routine maintenance. A "material defect" shall be a
130 condition that would have a substantial negative effect on the value of the residential real property,
131 significantly impair the health or safety of future occupants of the property, or involves a material
132 component that is not in functional working order.

133 i. Buyer shall serve a signed Condition of Premises report to the Seller/Seller's Broker of any material
134 defects immediately upon completion of all inspections but in no way later than the aforementioned
135 specified time period in A above. Upon receipt of written notice from the Buyer, including a copy of

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 _____ 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 TS IS C. This contract is contingent upon Buyer's ability to obtain homeowner/hazard insurance
157 for the property within 21 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 TS IS D. FLOOD AREA: Buyer may may not terminate this Agreement if the Property lies in
167 an NFIP designated flood hazard area.

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

182 13. HOME WARRANTY AGREEMENT (check one): WAIVED, or BUYER SELLER agrees to purchase
183 a limited home warranty program/service agreement from _____ at a charge
184 of \$ _____. 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 TS LS / A. The general real estate taxes shall be prorated based upon 100 % percent of the
217 most recent available tax bill.
- 218 / / B. The general real estate taxes shall be prorated based upon _____ % percent of the most
219 recent assessed value, exemptions, tax rate & multiplier as provided by the county office of assessments.
- 220 / / C. Buyer shall be credited for the 20 _____ real estate taxes, at closing, based
221 upon the most current and available information, including confirmed multipliers.
- 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 TS Buyer _____

Seller LS Seller _____

228 balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the
229 escrow funds, Seller agrees to pay such excess promptly upon demand.
230

231 18. CONFIRMATION AND CONSENT TO DUAL AGENCY: (Sign if applicable) The undersigned confirm that
232 they have previously consented to Cory Capps "Licensee(s)", acting as a Dual
233 Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual
234 Agent in regard to the transaction referred to in this Contract.
235 Buyer Tiffanie Seidel Seller Lashell Shaw

236
237 Buyer _____ Seller _____
238

239 19. EARNEST MONEY AND DEFAULT: The earnest money shall be held by the: _____ Listing Broker
240 _____ Selling Broker _____ Other (hereinafter referred to as "Escrowee") for the mutual benefit of the
241 parties and is subject to release in accordance with Illinois Statute 225 ILCS 454/20-20 (a)(17), and 68
242 Illinois Adm. Code 1450-750. The Escrowee will hold any such money in a special, non-interest bearing
243 account and it shall be disbursed according to the terms of this contract. However, in the event this
244 contract is breached or unable to be performed by any party to this contract, the following shall apply:
245 A. If the contract is breached or unable to be performed by the Seller, then at the Buyer's option,
246 after notice to the Seller, Buyer may
247 I.) proceed to closing notwithstanding Seller's failure to perform all of the Seller's obligations,
248 without waiving any other remedies for Seller's nonperformance, or
249 II.) request return of earnest money.
250 B. If the contract is breached or unable to be performed by the Buyer, then at the Seller's option,
251 after notice to the Buyer, the earnest money shall be forfeited to the Seller and applied first to
252 the payment of Broker's expenses incurred on behalf of the parties, and next to the Seller not as
253 liquidated damages, but as partial reimbursement for actual damages incurred.

254 Upon receipt of a written request from Buyer or Seller for return or delivery of the earnest money or the
255 failure of the transaction to close as provided for in this contract, the Escrowee shall give written notice to
256 the parties, as provided for in this contract, at least fourteen (14 days) prior to the intended disbursement
257 of the earnest monies indicating how the Escrowee intends to disburse the earnest money if no written
258 objection is received from any party. If no written objection is received by the date indicated in the notice
259 then the Escrowee shall distribute the earnest monies as indicated in the written notice to the parties. **If**
260 **any party objects in writing** to the intended disbursement of the earnest monies then those earnest
261 monies shall be held until receipt of written instructions from all parties or until receipt of an order of a
262 Court.

263
264 Alternatively, the Escrowee may interplead any funds held into the Court for distribution after resolution of
265 the dispute between Seller and Buyer by the Court. The Escrowee may retain from the funds deposited
266 with the Court the amount necessary to reimburse the Escrowee for court cost and reasonable attorney's
267 fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse
268 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify the Escrowee for
269 additional cost and fees incurred in filing the Interpleader action.
270

271 The foregoing remedies are not intended to be exclusive, and the parties shall have the additional right to
272 all other lawful remedies including specific performance. DAMAGES ARE NOT LIMITED TO THE AMOUNT IN

Buyer IS Buyer _____

Seller LS Seller _____

273 ESCROW. In the event of any breach of this contract, the breaching party shall pay on demand the
274 reasonable attorney fees incurred by the other party as a result of the breach of this contract.
275

276 20. SURVEY: (Initial A, B, C or D)

277 A. No survey shall be provided.

278 B. This contract is contingent upon a current survey performed by a registered land
279 surveyor to be presented to and accepted by the Buyer prior to closing, and shall be paid for by the
280 Seller ___ Buyer ___ Other _____

281 C. Registered surveyor to locate the property corners to be presented to and accepted by
282 the Buyer prior to closing, and shall be paid for by the Seller ___ Buyer ___ Other _____.

283 D. Existing survey shall be provided and presented to and accepted by the Buyer no later
284 than fourteen days after Final Acceptance Date.
285

286 21. TITLE: Prior to closing, Seller shall furnish to Buyer and/or Buyer's Lender, at Seller's expense a
287 commitment for an owner's title insurance policy, including owners policy and financing statement search,
288 if applicable, dated after the Final Acceptance date of this contract, showing a good and merchantable title,
289 subject to prior reservations or transfers of mineral rights, all easements, restrictive covenants, all
290 reservations of public record, if any, and all zoning laws and ordinances, which do not unreasonably
291 interfere with Buyer's intended use of the property. Such title insurance is to be issued in the amount of
292 the purchase price. If Seller is unable to cure title exceptions, or, if any extension beyond the original
293 closing date would result in the expiration or adverse change in the terms of Buyer's loan commitment,
294 then Buyer shall have the following options:

295 A. Terminate the contract. Refund of earnest money is subject to the terms in Paragraph 19.

296 B. Elect to extend the length of time in writing for the Seller to cure the exceptions. Buyer shall pay
297 the final search and mortgage policy charges.

298 Seller shall also furnish a Warranty Deed with Transfer Stamps in the amount of the sales price attached
299 thereto.
300

301 22. Buyer is an investor ___ or owner occupant .

302
303 23. FORM 1099S: The parties agree to provide the necessary information to complete form 1099S, and
304 authorize its proper distribution.
305

306 24. PLAT ACT COMPLIANCE: If applicable, Sellers agree to fully comply with all provisions of 765ILCS205
307 known as the "Plat Act", and if required by the recorder's office will furnish affidavit of compliance.
308

309 25. CONDOMINIUM (Initial if applicable): In the event the Real Estate is a condominium,
310 Addendum F – Condominium Sales should be attached to this Contract.

311 26. AUTHORIZATION: Seller and Buyer hereby authorize lender, title companies and any
312 other institutions to release to Designated Broker(s) or Brokerage firm any information pertaining to this
313 property.
314

315
316 27. FINAL SETTLEMENT: Closing of the sale and acceptance of the deed by Buyer shall constitute
317 acknowledgment that the real estate, improvements, mechanical systems and appliances are in acceptable
318 condition to the Buyer.

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 TS LS 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

Buyer TS Buyer

Seller LS Seller

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 TS Buyer _____

Seller JS Seller _____

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 TS Buyer _____

Seller LS Seller _____

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:** 10/17/23 Acknowledged by LS 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 CAPPS REALTY
512
513 License # 481013753
514
515 Agency Address 13334 N Frontage Rd
516
517 MT. VERNON IL 62864

Listing Agency CAPPS REALTY
License # 481013753
Agency Address 13334 N Frontage Rd
MT. VERNON IL 62864

518
519 Selling Broker CORY D CAPPS
520
521 License # 471021492
522
523 Phone # 618-231-6548
524
525 EMAIL corycapps@hotmail.com

Listing Broker CORY D CAPPS
License# 471021492
Phone # 618-231-6548
EMAIL corycapps@hotmail.com



ILLINOIS REALTORS® DISCLOSURE AND CONSENT TO DUAL AGENCY (DESIGNATED AGENCY)



NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOU ARE CONSENTING TO DUAL AGENCY REPRESENTATION.

The undersigned CORY D CAPPS ("Licensee"), (insert name(s) of Licensee undertaking dual representation)

may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

CLIENT: Tiffanie Seidel
Tiffanie Seidel
Date: 10/15/2023

CLIENT: _____
Date: _____

Document presented on October 15, 2023
By: [Signature]
(Broker/Licensee Initials)

LICENSEE: CORY D CAPPS
CORY D CAPPS
Date: 10/15/2023



Illinois REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT (765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 119 N Chaney Dr
City, State & Zip Code: Belle Rive IL 62810-1251
Seller's Name: Lashell Shaw Lashell Shaw

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 6, 2023. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response in any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

- | | YES | NO | N/A | |
|-----|-------------------------------------|--------------------------|-------------------------------------|--|
| 1. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Seller has occupied the property within the last 12 months.
(If "no," please identify capacity or explain relationship to property.) |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I currently have flood hazard insurance on the property. |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware that the property is located in a floodplain. |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the walls, windows, doors, or floors. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the electrical system. |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool). |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the well or well equipment. |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe conditions in the drinking water. |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 13. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the fireplace or wood burning stove. |
| 14. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 15. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises. |
| 16. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 17. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises. |
| 18. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| 19. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects. |
| 20. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| 21. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of underground fuel storage tanks on the property. |
| 22. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of boundary or lot line disputes. |
| 23. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| 24. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.
Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

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

Check here if additional pages used: _____

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

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

Seller: Lashell Shaw
Lashell Shaw

Date: 10/07/2023

Seller: _____
Lashell Shaw

Date: _____

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

Prospective Buyer: Tiffanie Seidel

Date: 10/15/23 Time: _____

Prospective Buyer: _____

Date: _____ Time: _____

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

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 7715 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 in 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.

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.

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: 10/15/23

Seller: Lashell Shaw
Lashell Shaw



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.
- JS (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- JS (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.
- TS (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- CO (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>Lashell Shaw</u>	Date	<u>10/10/23</u>
Seller	_____	Date	_____
Purchaser	<u>Tiffanie Seidel</u>	Date	<u>10/15/23</u>
Purchaser	_____	Date	_____
Agent	<u>CORY D CAPPS</u>	Date	<u>10-6-23</u>
Agent	<u>CORY D CAPPS</u>	Date	<u>10/15/23</u>

Property Address: 119 N Chaney Dr
 City, State, Zip Code: Belle Rive IL 62810-1251

Egyptian Board of REALTORS® Inc
Addendum A

CONDITION OF PREMISES & INSPECTION (BUYERS NOTICE)

Residential Sales Contract Dated 10/17/2023

Property Address 119 N CHANEY Drive Belle Rive IL 62810

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:
Buyer requests seller to correct item 10.2.2. See attached.

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

Authenticate Response due to Buyer within _____ calendar days of receipt of Buyer's Notice.
Tiffany Seidel 10/30/2023

Buyer _____ Date/Time 7:15 PM Buyer _____ Date/Time

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.

Seller(s) agree to allow the buyer a credit of \$ _____ 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

Authenticate Response due to Seller within _____ calendar days of receipt of Seller's Response

Lashell Shaw 10/30/2023
Seller _____ Date/Time 12:46 PM

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.

Buyer _____ Date/Time Buyer _____ Date/Time

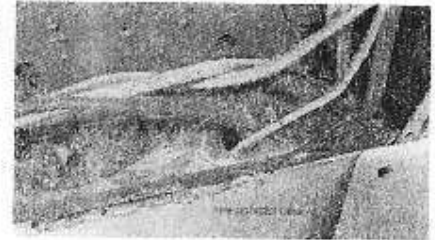
10.2.1 Service Panel, Breakers & Fuses

WIRE PROTECTOR MISSING

Moderate Concern/Repair

INSIDE MAIN ELECTRICAL PANEL

Safety Wires entering the electrical panel had no protective device installed to prevent the sharp edges of sheet metal from damaging the wires. This condition is a potential shock/electrocution or fire hazard.



Recommend: adding a protective device to protect the wires.

10.2.2 Service Panel, Breakers & Fuses

INSULATION AROUND LIVE WIRES

Serious Concern/Action Needed

INSIDE MAIN ELECTRICAL PANEL

There is insulation laying around the main wires. This is a potential fire hazard. Recommend removing the insulation from around the wires.



10.3.1 Branch Wiring Circuits

EXPOSED WIRE CONNECTIONS/CAPPED WIRES - BOX AND/OR COVER RECOMMENDED

Moderate Concern/Repair

***Safety*:** Exposed wire connections/capped wires were found that were not in a junction box with cover or missing the cover.



Recommend: installing wire connections into a junction box w/cover or install the missing cover for safety purposes.

10.4.1 Receptacles (All Accessible)

RECEPTACLE COVER MISSING/DAMAGED

Moderate Concern/Repair

GARAGE CEILING

Safety Receptacles in noted location were either missing a cover plate or cover was damaged which is a shock hazard, especially at a level where children can reach. Not all shown.

Recommend: correction by installing a proper cover plate which is an easy and inexpensive repair.

Wood Destroying Insect Inspection Report

Notice: Please read important consumer information on page 2.

Section I. General Information

Inspector: *Company, Address & Phone*
 Regenhardt Home Inspections LLC
 5006 Richview Rd
 Mt. Vernon, IL 62864
 618-316-9399

Company's Pest Control Business Lic. No.
 N/A

Date of Inspection
 10/27/2023 2:00 pm

Address of Property Inspected
 119 N Chaney Dr, Belle Rive, IL 62810

Inspector's Name, Signature & Certification, Registration, or Lic. #
 Tim Regenhardt, 451.001372

Structure(s) Inspected
 Home

Section II. Inspection Findings This report is indicative of the condition of the above identified structure(s) on the date of inspection, and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or wood destroying insect damage. **Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:**

- A. No Visible** evidence of wood destroying insects was observed.
- B. Visible** evidence of wood destroying insects was observed as follows:
1. Live insects (description and location): _____
2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): _____
3. Visible damage from wood destroying insects was noted as follows (description and location): _____

NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

Section III. Recommendations

- No action and/or treatment recommended: (Explain if Box B in Section II is checked) _____
- Recommend action(s) and/or treatment(s) for the control of: _____

Section IV. Obstructions and Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible:

- | | |
|--|------------------|
| <input checked="" type="checkbox"/> Crawlspace | 5, 24 |
| <input checked="" type="checkbox"/> Main Level | 1, 3, 4, 6, 8, 9 |
| <input checked="" type="checkbox"/> Attic | 5 |
| <input checked="" type="checkbox"/> Garage | 7 |
| <input checked="" type="checkbox"/> Exterior | 17 |

The inspector may write out obstructions or use the following optional keys:

- | | |
|-------------------------|-------------------------|
| 1. Fixed ceiling | 14. Cluttered condition |
| 2. Suspended ceiling | 15. Standing water |
| 3. Fixed wall covering | 16. Dense vegetation |
| 4. Floor covering | 17. Exterior siding |
| 5. Insulation | 18. Window well covers |
| 6. Cabinets or shelving | 19. Wood pile |
| 7. Stored items | 20. Snow |
| 8. Paintings | 21. Unsafe conditions |
| 9. Appliances | 22. Rigid foam board |
| 10. No access or entry | 23. Synthetic stucco |
| 11. Limited Access | 24. Duct work, |
| 12. No access beneath | plumbing, and/or wiring |
| 13. Only visual access | 25. Spray foam |
| | insulation |
| | 26. Equipment |

Section V. Additional Comments and Attachments (these are an integral part of the report)

Attachments _____

Signature of Seller(s) or Owner(s) if refinancing. Seller discloses to the buyer all information, to their knowledge, regarding W.D.I. infestation, damage, repair, and treatment history.

X

Signature of Buyer The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report, and understands the information reported.

X

Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. Please refer to the NPMA Suggested Guidelines for instructions on completing this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- 1. About the Inspection:** A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. ***For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms.*** This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. ***This shall not be construed as a 90-day warranty.*** There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.
- 2. Treatment Recommendation Guidelines Regarding Subterranean Termites:** Treatment or corrective action should be recommended if live termites are found. If no evidence of a previous treatment is documented and evidence of infestation is found, even if no live termites are observed, treatment or corrective action by a licensed pest control company should be recommended. Treatment or corrective action may be recommended if evidence of infestation is observed, and a documented treatment occurred previously, unless the structure is under warranty or covered by a service agreement with a licensed pest control company.
For other Wood Destroying Insects, please refer to the NPMA suggested guidelines for added guidance on actions and or treatment.
- 3. Obstructions and Inaccessible Areas:** No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- 4. Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- 5. Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.**



Illinois REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT (765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 119 N Chaney Dr
 City, State & Zip Code: Belle Rive IL 62810-1251
 Seller's Name: Lashell Shaw Lashell Shaw

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 6, 2023. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

- | YES | NO | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months.
(If "no," please identify capacity or explain relationship to property.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. I am aware of flooding or recurring leakage problems in the crawl space or basement. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. I am aware that the property is located in a floodplain. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of leaks or material defects in the roof, ceilings, or chimney. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the walls, windows, doors, or floors. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. 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). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the fireplace or wood burning stove. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 16. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. 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. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 23. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 24. 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 report and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

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

Seller: Lashell Shaw Date: 10/07/2023
Lashell Shaw

Seller: _____ Date: _____
Lashell Shaw

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

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

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

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:

- (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.

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.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure report prior to the conveyance of the residential real property, the prospective buyer shall have the right to terminate the contract. A seller who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that the seller knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney's fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of Sections 5 through 65 of Article 2 of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer:

Seller: Lashell Shaw
Lashell Shaw



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

- CO (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>Lashell Shaw</u> Lashell Shaw	Date <u>10/10/23</u>
Seller _____	Date _____
Purchaser _____	Date _____
Purchaser _____	Date _____
Agent <u>CORY D CAPPS</u> CORY D CAPPS	Date <u>10-6-23</u>
Agent _____	Date _____

Property Address: 119 N Chaney Dr
 City, State, Zip Code: Belle Rive IL 62610-1251



ILLINOIS REALTORS®

RESIDENTIAL PROPERTY OWNER RELEASE FORM

ILLINOIS CONCEALED CARRY FIREARM CONSENT

Pursuant to the Illinois Firearm Concealed Carry Act, a residential property owner has the right to determine whether a person may carry a concealed firearm onto an owner's property. The purpose of this Illinois Concealed Carry Firearm Consent form is to ensure that your Brokerage Company, hereinafter referred to as "Sponsoring Broker", is informed of any decisions you have made concerning the carrying of concealed firearms on your residential property. Please initial the one sentence which appears below which best expresses your directive concerning the carrying of concealed firearms on your residential property.

1. I authorize the carrying of concealed firearms on my residential property.

2. I prohibit the carrying of concealed firearms on my residential property.

If you elect to prohibit the carrying of concealed firearms on your residential property, the Sponsoring Broker will place authorized signage at the entrance to your residential property at the time of all showings and open houses and will require that Sponsoring Broker's employees and licensees observe your directive. Sponsoring Broker assumes no other duty than those duties expressly set forth herein and disclaims any and all responsibility for any personal injury or property damage caused by any guest or invitee who enters your premises.

Property Address: 119 N Chaney Dr Belle Rive IL 62610-1251

Seller: Lashell Shaw
Lashell Shaw

Seller: _____

Date: 10/10/23

Property Address

Title Company

Water

CITY

Electric

ANDERSON

Gas

CITY

Trash

CITY

Sewer

CITY

Internet

HAM CO. COMM.

Roof Age

2007

HVAC Age

Water Heater Age

2010

Updates



**ILLINOIS REALTORS®
EXCLUSIVE RIGHT TO SELL CONTRACT
(DUAL AGENCY DISCLOSURE AND CONSENT INCLUDED)**



PROPERTY, PRICE & TERM

1. In consideration of the services to be performed by CAPPS REALTY (Brokerage Company, hereinafter referred to as "Sponsoring Broker") and the compensation for services to be paid by Lashell Shaw ("Seller"), the parties agree that Sponsoring Broker shall have the exclusive right to market and sell Seller's property upon the following terms and conditions:

Property Address: 119 N Chaney Dr

City: Belle Rive, Illinois Zip: 62810-1251

Marketing Price: \$ 135,000 78

TERM (Choose One)

- From October 6 2023 through 11:59 p.m. on Apr 6, 2024; If this termination date exceeds one year from the date of execution, seller shall have the right to terminate each year thereafter by giving at least 30 days' written notice to terminate prior to the expiration date. OR
- This Contract shall automatically renew on _____, 20____, and on _____ of each succeeding year (each date to be known herein as "Renewal Date") unless Seller provides Sponsoring Broker with written notice of Seller's intention to not renew this contract no more than thirty (30) days and no less than _____ (____) days prior to the Renewal Date.

BROKERAGE SERVICES

Sponsoring Broker agrees to provide those brokerage services set forth in Section 15-75 of the Illinois Real Estate License Act.

COMPENSATION FOR SERVICES

3a. If during the term of this Contract Sponsoring Broker obtains an offer to purchase the property from a ready, willing, and able buyer at the marketing price, or if Seller enters into a contract or receives an offer that results in a contract for the sale or exchange of the property at any price and upon any terms to which Seller consents, Seller shall be obligated to pay Sponsoring Broker total compensation of (Choose one):

Six percent (6 %) of the purchase price of the sale or exchange. OR

\$ _____ as a flat fee.

b. Sponsoring Broker is authorized to show the property to prospective buyers represented by buyers' agents, and Sponsoring Broker, in its sole discretion, may pay a part of the above commission to buyer's agent or other cooperating agents. Sponsoring Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of Seller's property. Seller acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.

Generally, Sponsoring Broker will offer to pay a participating cooperating broker who brings the buyer, and who is the procuring cause in a successful transaction (Choose one)

40 % of the total compensation set forth above in 3a. OR

\$ _____ as a flat fee.

The total compensation is to be paid at closing, which in the case of a sale on contract for deed shall be at the time buyer and Seller execute the initial contract or agreement for deed.

c. Seller agrees that such a compensation shall be paid if the property is sold or exchanged by Seller within a protection period of _____ (____) days following the term of this Contract or any extensions thereof to anyone to whom the property was presented during the term of this Contract. However, this provision shall not apply if Seller has entered into a valid, written listing agreement with another licensed real estate broker during the protection period.

d. In the event a purchase contract is entered into and buyer defaults without fault on the Seller's part, Sponsoring Broker will waive the compensation, and this agreement shall be continued from the date of default through the date provided in paragraph 1. Should Seller default on any contract for the purchase or exchange of the property, any compensation owed under this agreement shall become payable immediately.

EARNEST MONEY

4. When a contract to purchase is entered into for the purchase of Seller's property, the buyer may deposit earnest money with

Sponsoring Broker. If Sponsoring Broker is holding the earnest money as escrow agent, Sponsoring Broker will hold any such earnest money in a special, non-interest-bearing escrow account on behalf of the buyer and Seller. At closing, the earnest money will be disbursed according to the terms of the contract to purchase. If the transaction fails to close:

- a. Due to fault of the Seller, as determined by the parties to the purchase contract or a court, the earnest money shall be returned to the buyer.

[AS TO b. THROUGH d. BELOW, THE PARTIES SHOULD CHECK THE ONE PARAGRAPH WHICH APPLIES].

- b. Due to fault of the buyer, as determined by the parties to the purchase contract or a court, the earnest money shall first go toward paying the compensation Sponsoring Broker would have earned in the sale, and the balance, if any, shall go to Seller.
- c. Due to the fault of the buyer, as determined by the parties to the purchase contract or a court, the earnest money shall be distributed to the Seller, less any cost of advertising or reasonable expenses incurred by Sponsoring Broker.
- d. Due to fault of the buyer, as determined by the parties to the purchase contract or a court, the earnest money shall be distributed to the Seller.

MULTIPLE LISTING SERVICE

5. Seller agrees that for the purpose of marketing Seller's property, Sponsoring Broker shall place Seller's property in the Multiple Listing Service(s) in which Sponsoring Broker participates.

WEB SERVICES

6. Seller makes the following elections with regard to having Seller's property displayed on any Internet site:

(circle YES or NO to all that apply)

- Display listing on any Internet site, including social media such as Facebook, Instagram etc.: YES NO
- Display Seller's property address on Internet: YES NO

Seller understands and acknowledges that if Seller circles "NO" for the above two options, consumers who conduct searches for listings on the Internet will not see the corresponding information about Seller's property in response to their searches.

CS
Seller's Initials

Seller's Initials

10/16/23
Date

- Allow for automatic valuation tools to be used for Seller's listing: YES NO
- Allow for blogging or comments to be used or made regarding Seller's listing: YES NO

PROPERTY DISCLOSURES

7. Seller(s) acknowledge(s) that they have been informed of the responsibilities imposed upon sellers under the Residential Real Property Disclosure Act. Seller agrees to comply with the requirements of this Act to the best of Seller's ability and to not knowingly give any false or inaccurate information regarding the disclosures required by that Act. Seller also acknowledges compliance with any other applicable disclosure laws.

DESIGNATED AGENT DISCLOSURE

8. Sponsoring Broker designates CORY D CAPPS ("Seller's Designated Agent"), a licensee(s) affiliated with Sponsoring Broker as the only legal agent(s) of the Seller. Sponsoring Broker reserves the right to name additional designated agents when in Sponsoring Broker's discretion it is necessary. If additional designated agents are named, Seller shall be informed in writing within a reasonable time.

(ADD IF DESIRED: Seller acknowledges that Seller's Designated Agent may from time to time have another licensee, who is not an agent of Seller, sit an open house of Seller's property or provide similar support in the marketing of Seller's property.) Seller understands and agrees that this agreement is a contract for Sponsoring Broker to market Seller's property and that Seller's Designated Agent(s) is (are) the only legal agent(s) of Seller. Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's property.

Buyer Agents

9. Seller has been informed that potential buyers may elect to employ the services of a licensed real estate broker or licensee as their own agent (buyer's agent).

DISCLOSURE AND CONSENT TO DUAL AGENCY

10. **NOTE TO CONSUMER:** THIS SECTION SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS SECTION EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS SECTION SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS SECTION, YOU ARE CONSENTING TO DUAL AGENCY REPRESENTATION.

The undersigned Cozy Capps ("Licensee" / "Seller's Designated Agent"), may
(insert name(s) of Licensee undertaking dual representation)

undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By initialing here and signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

JS
Seller's initials

Seller's initials

10/16/23
Date

PREVIOUS REPRESENTATION

11. Seller understands that Sponsoring Broker and/or Designated Agent may have previously represented a buyer who is interested in your property. During that representation, Sponsoring Broker and/or Designated Agent may have learned material information about the buyer that is considered confidential. Under the law, neither Sponsoring Broker nor Designated Agent may disclose any such confidential information to Seller.

BUYER'S DESIGNATED AGENT

12. Seller understands and agrees that other licensees affiliated with Sponsoring Broker, other than Seller's Designated Agent(s), may represent the actual or prospective buyer of Seller's property. Further, Seller understands and agrees that if the property is sold through the efforts of a licensee affiliated with Sponsoring Broker who represents the Buyer, the other licensee affiliated with Sponsoring Broker will be acting as a buyer's designated agent.

SELLER TO NOTIFY OF DIRECT CONTACTS

13. Seller agrees to immediately refer to Seller's Designated Agent all prospective buyers or brokers who contact Seller for any

reason and to provide Seller's Designated Agent with their names and addresses.

MARKETING ACTIVITIES

14. Sponsoring Broker and Seller's Designated Agent are authorized in their sole discretion, to place a for sale sign on the property, if permitted by law, to remove all other such signs, to place a lockbox on the property, to have access to the property at all reasonable times for the purpose of showing it to prospective buyers, to cooperate with other brokers and to use pictures of the property and to expose property information and/or images to the Internet for marketing purposes.

LIMITED HOME WARRANTY

15. Seller agrees to provide a limited home warranty program from NA at a charge of \$ _____ plus options, if any. Seller acknowledges that the home warranty program is a limited warranty with a deductible. Seller acknowledges receipt of the application for such home warranty program. [STRIKE THROUGH IF NOT OFFERED].

FIXTURES

16. Items such as wall-to-wall carpeting, solar panels, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures" and if so, they must remain with the house **unless specifically excluded in the Purchase Agreement**. (Discuss this matter with Seller's Designated Agent to avoid uncertainty for all parties regarding what you may take and what should remain with the house, and make specific provisions for those items in the Purchase Agreement.)

SELLER'S DUTY TO PROVIDE ACCURATE PROPERTY INFORMATION

17. Seller understands that the information which Seller provides to Seller's Designated Agent as listing information will be used to advertise Seller's property to the public, and it is essential that this information be accurate. SELLER HAS EITHER REVIEWED THE MLS LISTING INPUT SHEET AND REPRESENTS THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF SELLER'S KNOWLEDGE, OR SELLER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION TO BE PUT IN THE MLS INPUT SHEET AND HEREBY PROMISES TO FULFILL THIS OBLIGATION. Although Seller is listing Seller's property in its present physical condition ("as is" condition), Seller understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects or concealed defects in the property which are known to Seller but which are not disclosed to the buyer.

SURVEILLANCE/RECORDING

18. Notice to Seller regarding recordings within the property
 - a. In the event Seller has a recording system in the Seller's property which records or transmits audio, Seller understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Seller hereby releases and indemnifies Sponsoring Broker, Sponsoring Broker's Designated Agent(s) and employees from any liability which may result from any recording or transmitting in the property.
 - b. Seller understands that while potential buyers viewing the property should not engage in photography, videography, or videotelephony in the property without prior written permission, such recordings or transmissions may occur. Seller should remove any items of a personal nature Seller does not wish to have recorded or transmitted. Seller hereby releases Sponsoring Broker, Sponsoring Broker's Designated Agent(s) and employees from any liability which may result from any recording or transmission in the property.

INDEMNIFICATION

19. Seller agrees to save and hold Sponsoring Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Seller's breach of this agreement, from any incorrect information or misrepresentation supplied by Seller or from any material facts, including latent defects, that are known to Seller that Seller fails to disclose.

BINDING AGREEMENT AMENDMENT

20. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended by a writing signed by the parties.

SIGNATURES

21. The parties agree that electronic signature on this Contract and facsimile of PDF copies of the same shall have the same legal force and effect as original signatures.

NON-DISCRIMINATION

22. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, SOURCE OF INCOME, OR ARREST RECORD, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

Seller hereby acknowledges receipt of a signed copy of this agreement and all attachments. The attachments include the following: [HERE LIST ALL ATTACHMENTS] Residential Real Property Disclosure, Radon Disclosure, Concealed Carry Disclosure

(If seller is married or in a civil union both signatures are required)

SELLER: Lashell Shaw
Lashell Shaw

CAPPS REALTY, Sponsoring Broker

SELLER: _____

BY: [Signature]

ADDRESS: 119 N Chaney Dr
Belle Rive IL 62810-1251

[Signature]
Authorized Signer CORY D CAPPS DATE: 10-6-23

DATE: 10/6/23

PHONE: 618-231-6548 OFFICE: _____

The undersigned seller(s) agree(s) that _____, Sponsoring Brokerage Company hereinafter referred to as "Sponsoring Broker" and any authorized representative or agent of Sponsoring Broker are hereby given express consent to contact the undersigned by telephone by means of calls and/or text messages, facsimile transmission or electronic mail at the following locations, addresses and/or telephone numbers.

Print Name _____

Signature _____

Print Name _____

Signature _____

Telephone Number(s) _____

Facsimile Number(s) _____

E-mail Address(es) _____



ILLINOIS REALTORS® CONFIRMATION OF CONSENT TO DUAL AGENCY



The undersigned confirm that they have previously consented to Cory Capps
(insert Licensee's name(s))

("Licensee"), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction for the property located at

119 N Chaney Dr Belle Rive IL 62810-1251
(insert address)

Signature of client(s):

Lashell Shaw
Lashell Shaw

Date: 10/6/23

Date: _____

Date: _____

Date: _____