

MLS #: EB447684 **St:** Sold **Cat:** Residential **LP:** \$156,500
Unit #: 62864 **Subject to Sale?** No
Addr: 2 E Crownview **IL** **Subdivision:** Boyles Crownview
City: Mt Vernon **Ann Taxes:** \$3,712.76 **Tax Year:** 2021
County: Jefferson **Add'l Parcel IDs:** 06-25-354-022
Type: Single Family **Apx Lot Size:** 125 X 158
Parcel ID: 06-25-354-021 **Wtr Linear Ft:**
Approx Acres: 0.450 **Legal:** Boyles Crownview Addition Lots 2 & 4
Bedrooms: 3 **# Fireplaces:** 0 **Year Built:** 1960 **Source:** Unable to Verify Ac
Full Baths: 0 **3rd Fl:** 0 **Upper:** 0 **Main:** 1 **Lower:** 0 **Bsmt:** 0 **Addl:** 0 **Total:** 1 **Surveil:** None
Half Baths: 0 **0:** 0 **1:** 0 **0:** 0 **0:** 0 **0:** 0 **1:** 1 **UTI:** Yes
Virtually Stage Y/N: Y

Directions: In Mt Vernon from Broadway (hwy 15) Turn north onto Crownview, (at corner of Tri County Electric), follow curve, continue to home ahead.

Room	Dimensions	Lvl	Floor	Room	Dimensions	Lvl	Floor	Egress	Bath	Size	Room	Dimensions	Lvl	Floor	
Living:	19.60 x 11.10	M	W	Bedrm 1	11.10 x 10.11	M	W	Y	None		Den/Ofc:	x			
Great:	x			Bedrm 2	9.60 x 11.80	M	W	Y	None		Laundry:	11.60 x 6.80	M	V	
Family:	x			Bedrm 3	9.60 x 9.10	M	W	Y	None		Rec Rm:	x			
Fml ...	11.10 x 11.50	M	W	Bedrm 4	x							x			
Inf Din:	x			Bedrm 5	x							x			
Kitch...	12.00 x 11.10	M	V	Garage:	Y 23.00 x 18.40			Cars:	1.0	Remotes:	1				
Elem Schl: Mt Vernon				Middle Schl: Zadok Casey				High Schl: Mt Vernon				Total SqFt: 1500			
Mo. Assn Fee:				55+ Dev: N				Zoning:				Fin 3rd Level SqFt:			
Ann. Assn Fee:				Repo: No				100-Yr Flood Plain: No				Fin Upper Lvl SqFt:			
New Const: No				Short Sale: No				RELO: No				Fin Main Lvl SqFt: 1,500			
Development:				Incentive: No				Fin Lower Lvl SqFt:				Finish Bsmt SqFt:			
												Total Bsmt SqFt:			
												Fin Addtl SqFt:			

Agent Remarks: Deed restrictions, Ameren for Electricity, Lock Box Back Door Tile company to be Sharp Huncley PC
Public Remarks: All Brick 3 Bedroom, 1 & a half Bathrooms, Gorgeous Original Oak Hardwood Floors, attached garage plus a carport, Covered Rear Patio, to view the large extra lot backyard. Storm Shelter under the patio, conveniently located to all amenities.

Style	Ranch
CONSTRUCTION TYPE	Frame
EXTERIOR	Brick
ROOFING	Tar & Gravel
GARAGE/PARKING	Attached, Carport, Curbs & Gutters, Paved
BASEMENT	Cellar
FOUNDATION	Block
HEATING/COOLING	Gas, Forced Air, Water Heater - Electric, Central Air
WATER/SEWER	Public Water, Public Sewer
KITCHEN/DINING	Dining Informal, Eat-In Kitchen
APPLIANCES	Range/Oven, Refrigerator
INTERIOR AMENITIES	Cable TV Available, Garage Door Opener(s), Blinds, Ceiling Fan, Hi-Speed Internet Availbl
EXTERIOR AMENITIES	Patio
LOT DESCRIPTION	Corner
ROAD/ACCESS	Paved
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	None
OWNER INFORMATION	Vacant

Unit #	Condo:	Conversion:	Condo Proj:	Addl Fees:	Rental Allowed:
Unit Style:	Building Style:	Elevator:			Pets Allowed:
Owner:					Also Ref. MLS#
LO: SOUTHERN REALTY, LLC - Phone: 618-997-7979				Off License # 481012756	Fax:
LA: MARY SUSAN GRAHLHERR - Pref: 618-231-22			List Team:	Agt License # 475124538	
LA Email: marysusan63@yahoo.com			Appointment Desk Phone: 618-231-2292	LD: 2/4/2023	
CLA:			CLA Email	XD: 6/2/2023	
OLA:			OLA Email	Agent Designated MB: No	
Comp: 2	Dual/Var: No	List Type: Exclusive Right to Sell		Agent Owned: No	Agent Related to Owner: Yes
OLP: \$164,900	Selling Agent: CORY D CAPPS			Co-Sell Office:	
Sold Price: \$96,000	Co-Sell Agent:			How Sold: Cash	Type of Sale:
Close Date: 5/26/2023	Selling Office: CAPPS REALTY			DOM: 104	CDOM: 104
Conc. \$: 0	Sold Conc. Info:			Selling Team:	
05/27/2023					

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

LAWYERS TRUST FUND OF ILLINOIS

IOLTA ACCOUNT FOR SHARP-HUNDLEY PC
AGENCY ESCROW DISBURSEMENT ACCOUNT
1115 HARRISON, MT. VERNON, IL 62864
618-242-0200

PEOPLES NATIONAL BANK
413 S. 34th St.
Mount Vernon, Illinois

70-680/812

RE-14066

Commissions

DATE	AMOUNT
May 26, 2023	\$ *****1,920.00

Dollars

PAY TO THE ORDER OF: --One Thousand Nine Hundred Twenty and 00/100

Capps Realty

13334 N. Frontage Rd.
Mt. Vernon, IL 62864



Gregory N. Webb
AUTHORIZED SIGNATURE

Security features included. Details on back.

⑈006084⑈ ⑆081206807⑆ 30150639⑈

TRUSTEE'S DEED

THIS INDENTURE, made this 26 day of May, 2023, between **J. Fred Grahlherr, also known as Fred Grahlherr** or his successors in office, as Trustee of the **FRED GRAHLHERR TRUST dated November 2, 2009** of 12016 E. Calendar Road, Texico, IL. 62898, AS **GRANTOR** and **Rimaxmo, LLC, an Illinois limited liability company** of 1112 Broadway, Mt. Vernon, IL 62864, AS **GRANTEE**.

WITNESSETH, That the **Grantor** in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said **Rimaxmo, LLC, an Illinois limited liability company** the following described real estate, situated in the County of Jefferson, and State of Illinois, to-wit:

(For legal description See Exhibit A attached)

Parcel Index Numbers: 06-25-354-021; 06-25-354- 022
Address: # 2 E. Crownview, Mt. Vernon, IL 62864

The Grantor recites that this transaction is being utilized as part of a "1031 Exchange".

Subject to easements, restrictions, rights of way and covenants of record.

Subject to real estate taxes for the year 2022 and subsequent years thereto.

Together with the tenements and appurtenances thereunto belonging.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Trust. Grantor executes this instrument solely in his capacity as Trustee as aforesaid and not in his own individual capacity, and any individual liability on his part is hereby waived and released by Grantee, its heirs, legal representatives, successors and assigns.

J. Fred Grahler

J. Fred Grahler as Trustee of the
FRED GRAHLHERR TRUST dated
November 2, 2009

STATE OF ILLINOIS)
) SS
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT **J. Fred Grahler, as Trustee of the Fred Grahler Trust dated November 2, 2009**, personally known to me to be the same person whose name is subscribed to the foregoing instrument and as Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and act of said Trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of May, 2023.



Heather Taaka
Notary Public

My Commission expires: 2/11/2024

THIS INSTRUMENT PREPARED BY:

Sharp-Hundley, P.C.

John T. Hundley

1115 Harrison

Mt. Vernon, IL 62864

TAX STATEMENTS SHOULD BE MAILED TO:

Rimaxmo, LLC

1112 Broadway

Mt. Vernon, IL 62864

EXHIBIT A

Lots Two (2) and Four (4) in Boyle's Crown View Addition, (being a subdivision of part of the East One-Fourth (E 1/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) and of the West Half of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) except 350 feet off of the East side thereof), in Section Twenty-five (25), Township Two (2) South, Range Two (2) East of the Third Principal Meridian, situated in Jefferson County, Illinois.

W:Users/Real Estate/Wilma/SoftPro Deeds/Trustees Deed/Grahlherr, Fred Trust to Rimaxmo LLC -RE-14066



PTAX-203 Illinois Real Estate Transfer Declaration

Step 1: Identify the property and sale information.

1 2 CROWNVIEW
Street address of property (or 911 address, if available)

MT VERNON 62864-0000
City or Village ZIP

Shiloh
Township

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

3 Enter the primary parcel identifying number and lot size or acreage

06-25-354-021	68'x125'	Dimensions	No
Primary PIN	Lot size or acreage	Unit	Split Parcel

4 Date of instrument: 5/26/2023
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): SELLER "1031" EXCHANGE
- s Homestead exemptions on most recent tax bill:
 - 1 General/Alternative 0.00
 - 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	96,000.00
12a Amount of personal property included in the purchase	12a	0.00



Declaration ID: 20230504127765

Status: Closing Completed

Document No.: Not Recorded

State/County Stamp: Not Issued

12b	Was the value of a mobile home included on Line 12a?	12b	Yes	X	No
13	Subtract Line 12a from Line 11. This is the net consideration for real property	13			96,000.00
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			96,000.00
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62)	18			192.00
19	Illinois tax stamps — multiply Line 18 by 0.50.	19			96.00
20	County tax stamps — multiply Line 18 by 0.25.	20			48.00
21	Add Lines 19 and 20. This is the total amount of transfer tax due	21			144.00

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

LOTS TWO (2) AND FOUR (4) IN BOYLE'S CROWN VIEW ADDITION, (BEING A SUBDIVISION OF PART OF THE EAST ONE-FOURTH (E 1/4) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) AND OF THE WEST HALF OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) EXCEPT 350 FEET OFF OF THE EAST SIDE THEREOF), IN SECTION TWENTY-FIVE (25), TOWNSHIP TWO (2) SOUTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, 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

FRED GRAHLHERR TRUST

Seller's or trustee's name		Seller's trust number (if applicable - not an SSN or FEIN)		
12016 E CALENDAR RD	TEXICO	IL	62889-2015	
Street address (after sale)	City	State	ZIP	
618-231-2292	USA			
Seller's daytime phone	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

RIMAXMO, LLC

Buyer's or trustee's name		Buyer's trust number (if applicable - not an SSN or FEIN)		
1112 BROADWAY ST	MOUNT VERNON	IL	62864-3806	
Street address (after sale)	City	State	ZIP	
618-244-0843	USA			
Buyer's daytime phone	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:

RIMAXMO, LLC	1112 BROADWAY ST	MOUNT VERNON	IL	62864-3806
Name or company	Street address	City	State	ZIP
		USA		
		Country		



Declaration ID: 20230504127765
 Status: Closing Completed
 Document No.: Not Recorded

State/County Stamp: Not Issued

Preparer Information

HEATHER TAAKA - SHARP-HUNDLEY, P.C.

Preparer and company name	Preparer's file number (if applicable)	Escrow number (if applicable)	
1115 HARRISON ST	MOUNT VERNON	IL	62864-3813
Street address	City	State	ZIP
heather@sharp-hundley.com	618-242-0200		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							
<p>1</p> <table border="0"> <tr> <td>County</td> <td>Township</td> <td>Class</td> <td>Cook-Minor</td> <td>Code 1</td> <td>Code 2</td> </tr> </table> <p>2 Board of Review's final assessed value for the assessment year prior to the year of sale.</p> <p>Land _____</p> <p>Buildings _____</p> <p>Total _____</p>	County	Township	Class	Cook-Minor	Code 1	Code 2	<p>3 Year prior to sale _____</p> <p>4 Does the sale involve a mobile home assessed as real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5 Comments</p>
County	Township	Class	Cook-Minor	Code 1	Code 2		
Illinois Department of Revenue Use	Tab number						



Declaration ID: 20230504127765
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?
06-25-354-022	80'x125'	Dimensions	No

Personal Property Table

Sharp-Hundley, P.C.
ALTA Universal ID: 1064074
1115 Harrison St.
Mt. Vernon, IL 62864

File No./Escrow No.: RE-14066
 Print Date & Time: May 26, 2023 8:33 am
 Officer/Escrow Officer:
 Settlement Location: 1115 Harrison St.
 Mt. Vernon, IL 62864
 Property Address: #2 Crownview
 Mt. Vernon, IL 62864
 Borrower: Rimaxmo, LLC
 1112 Broadway St.
 Mt. Vernon, IL 62864
 Seller: First Mid Wealth Management as Intermediary for J. Fred Grahlherr Trust u/a/d November 9, 2009
 12016 E. Calendar Rd.
 Texico, IL 62889
 Settlement Date : May 26, 2023
 Disbursement Date : May 26, 2023

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Financial		
	96,000.00	Sale Price of Property	96,000.00	
		Loan Amount		
		Prorations/Adjustments		
3,712.76		County Taxes - 2022		3,712.76
1,489.18		County Taxes - 2023 01/01/23-05/26/23		1,489.18
		Title Charges and Escrow/Settlement Charges		
150.00		Closing Fee to Sharp-Hundley, P.C.	150.00	
150.00		Document Preparation to Sharp-Hundley, P.C.		
		Final Search to Sharp-Hundley, P.C.	100.00	
		Closing Protection Letter - Buyer to Chicago Title Insurance Company	25.00	
50.00		Closing Protection Letter - Seller to Chicago Title Insurance Company		
3.00		Illinois State Policy Fee - Seller to Chicago Title Insurance Company		
292.00		Owner's Title Insurance to Sharp-Hundley, P.C.		

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Title Charges and Escrow/Settlement Charges (continued)		
		Coverage: \$96,000.00 Premium: \$292.00 Version: ALTA Owners Policy (06/17/06)		
20.00		Wire Fee to Sharp-Hundley, P.C.	20.00	
225.00		Search and exam to Sharp-Hundley, P.C.		
		Commissions		
1,920.00		Commission to Capps Realty		
3,840.00		Commission to Southern Realty, LLC		
		Government Recording and Transfer Charges		
		Recording Fees to Jefferson County Recorder	75.00	
48.00		County Transfer Stamps to Jefferson County Recorder		
96.00		State Transfer Stamps to Jefferson County Recorder		
		Miscellaneous		
84,004.06		Proceeds to FMWM as QI for Fred Grahlherr Trust to First Mid Wealth Managment		

Seller			Borrower	
Debit	Credit		Debit	Credit
96,000.00	96,000.00	Subtotals	96,370.00	5,201.94
		Due from Borrower		91,168.06
96,000.00	96,000.00	Totals	96,370.00	96,370.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Sharp-Hundley, P.C. to cause the funds to be disbursed in accordance with this statement.

Borrower

Rimaxmo LLC

BY:  _____

Seller

First Mid Wealth Management as Intermediary for J. Fred Grahlherr Trust u/a/d November 9, 2009

BY: _____

Laura Reichart, VP

BY:  _____

J. Fred Grahlherr, Trustee

 _____

Sharp-Hundley, P.C.
 ALTA Universal ID: 1064074
 1115 Harrison St.
 Mt. Vernon, IL 62864

File No./Escrow No.: RE-14066
 Print Date & Time: May 23, 2023 2:48 pm
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 Mt. Vernon, IL 62864
 Property Address: #2 Crownview
 Mt. Vernon, IL 62864
 Borrower: Rimaxmo, LLC
 1112 Broadway St.
 Mt. Vernon, IL 62864
 Seller: Fred Grahlfherr Trust
 12016 E. Calendar Rd.
 Texico, IL 62889
 Settlement Date : May 26, 2023
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Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Financial		
	96,000.00	Sale Price of Property	96,000.00	
		Loan Amount		
		Prorations/Adjustments		
3,712.76		County Taxes - 2022		3,712.76
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		Final Search to Sharp-Hundley, P.C.	100.00	
		Closing Protection Letter - Buyer to Chicago Title Insurance Company	25.00	
50.00		Closing Protection Letter - Seller to Chicago Title Insurance Company		
3.00		Illinois State Policy Fee - Seller to Chicago Title Insurance Company		
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Seller		Description	Borrower	
Debit	Credit		Debit	Credit
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3,840.00		Commission to Southern Realty, LLC		
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		Recording Fees to Jefferson County Recorder	75.00	
48.00		County Transfer Stamps to Jefferson County Recorder		
96.00		State Transfer Stamps to Jefferson County Recorder		
		Miscellaneous		
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Seller		Description	Borrower	
Debit	Credit		Debit	Credit
96,000.00	96,000.00	Subtotals	96,370.00	5,201.94
		Due from Borrower		91,168.06
96,000.00	96,000.00	Totals	96,370.00	96,370.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Sharp-Hundley, P.C. to cause the funds to be disbursed in accordance with this statement.

Borrower

Rimaxmo, LLC

BY: _____

Sara D. Parrish, Manager

Seller

Fred Grahlhem Trust

BY: _____



CHICAGO TITLE
INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO 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, Chicago Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

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RE-14066



**CHICAGO TITLE
INSURANCE COMPANY**

Transaction Identification Data for reference only:

Issuing Agent:
 Issuing Office: Sharp-Hundley, P.C.
 Issuing Office's ALTA® Registry ID: 1064074
 Loan ID No.:
 Commitment No.: RE-14066
 Issuing Office File No.: RE-14066
 Property Address: #2 Crownview, Mt. Vernon, IL 62864
 Tax Key: 06-25-354-021 and 06-25-354-022

SCHEDULE A

1. Commitment Date: May 11, 2023 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
 Proposed Insured: Rimaxmo, LLC
 Proposed Policy Amount: \$96,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Fred Grahlferr as Trustee of the Fred Grahlferr Trust dated November 2, 2009
5. The Land is described as follows:
 SEE Exhibit A ATTACHED HERETO

38104.1,72,13 RE-14066
 Sharp-Hundley, P.C.
 1115 Harrison St.
 Mt. Vernon, IL 62864
 Tel: 618-242-0200
 Fax: 618-242-1170

Countersigned: *John Hundley*
 Authorized Signatory

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RE-14066



CHICAGO TITLE
INSURANCE COMPANY

EXHIBIT A

The Land is described as follows:

Lots Two (2) and Four (4) in Boyle's Crown View Addition, (being a subdivision of part of the East One-Fourth (E 1/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) and of the West Half of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) except 350 feet off of the East side thereof), in Section Twenty-five (25), Township Two (2) South, Range Two (2) East of the Third Principal Meridian, situated in Jefferson County, Illinois.

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RE-14066



CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE B, 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 to the Company.
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.
 - a. Warranty Deed from Fred Grahlherr Trust to Rlmaxmo, LLC.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
10. Pay us the premiums, fees and charges for the policy.
11. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
12. If Sharp-Hundley, P.C. agent of Chicago Title Insurance Company is acting as closing agent on behalf of

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RE-14066

SCHEDULE B, PART I
(Continued)

the proposed Insureds, 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 or cashier's check made payable to Sharp-Hundley, P.C.
13. Per Illinois law, for closings on or after January 1, 2011, Chicago Title Insurance Company will issue Closing Protection letters to the parties to the transaction if it is closed by Chicago Title Insurance Company or its approved title insurance agent.

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RE-14066



CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land 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 or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I -Requirements are met.

Special Exceptions

8. Roads, ways, streams or easements, if any, not shown by the Public Records, riparian rights and the title to any filled-in lands.
9. Right of way for drainage ditches, feeders, tiles and laterals, if any.
10. Rights of the public, the State of Illinois, township, county and the municipality in and to that part of the land shown on Schedule A, taken, used or dedicated for road or highway purposes.

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AMERICAN
LAND TITLE
ASSOCIATION



RE-14066

SCHEDULE B, PART II
(Continued)

11. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.
12. Subject to building lines, easements and restrictions, if any, of record.
13. Subject to all oil, gas, coal and other mineral reservations, conveyances and exceptions of record.
14. Tax liens created by Special Area Ordinances not searched or insured.
15. Financing statements, if any, not certified to by abstractor.
16. If any document referenced herein contains a covenant, condition or restriction which violates 42 USC (c), such covenant, condition or restriction to the extent of such violation is hereby deleted.
17. Taxes for 2022 and thereafter. Taxes for 2021 under PIN 06-25-354-021 under the amount of \$352.32 are paid. Taxes for 2022 and 2023 are a lien but are not yet due and payable. (affects Lot 4)
18. Taxes for 2022 and thereafter. Taxes for 2021 under PIN 06-25-354-022 in the amount of \$3,360.44 are paid. Taxes for 2022 and 2023 are a lien but are not yet due and payable. (affects Lot 2)
19. 25 foot building set back line along the East side of lots as shown on the plat of said subdivision.
20. 7.5 foot utility easement across the rear of lots as shown by plat of said subdivision.
21. Declaration of Restrictive Covenants recorded December 13, 1955 in Book 236, Page 83 made by Joe P. Boyle and Lois Ferne Boyle. Note: A breach or violation will not cause a forfeiture or reversion of title.
22. Terms, powers and provision of Trust under which title is held.
23. Our policy when issued will be subject to Terms of the operating agreement of Rimaxo, LLC.

END SCHEDULE B - SECTION II

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RE-14086



**CHICAGO TITLE
INSURANCE COMPANY**

- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in 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. 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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RE-14066



**CHICAGO TITLE
INSURANCE COMPANY**

- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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 <<http://www.alta.org/arbitration>>.

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RE-14066

TRUSTEE'S DEED

THIS INDENTURE, made this _____ day of _____, 2023, between J. **Fred Grahlherr, also known as Fred Grahlherr** or his successors in office, as Trustee of the **FRED GRAHLHERR TRUST** dated **November 2, 2009** of 12016 E. Calendar Road, Texico, IL. 62898, AS **GRANTOR** and **Rimaxmo, LLC, an Illinois limited liability company** of 1112 Broadway, Mt. Vernon, IL 62864, AS **GRANTEE**.

WITNESSETH, That the **Grantor** in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said **Rimaxmo, LLC, an Illinois limited liability company** the following described real estate, situated in the County of Jefferson, and State of Illinois, to-wit:

(For legal description See Exhibit A attached)

Parcel Index Numbers: 06-25-354-021; 06-25-354-022
Address: # 2 E. Crownview, Mt. Vernon, IL 62864

The Grantor recites that this transaction is being utilized as part of a "1031 Exchange".

Subject to easements, restrictions, rights of way and covenants of record.

Subject to real estate taxes for the year 2022 and subsequent years thereto.

Together with the tenements and appurtenances thereunto belonging.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said Trust. Grantor executes this instrument solely in his capacity as Trustee as aforesaid and not in his own individual capacity, and any individual liability on his part is hereby waived and released by Grantee, its heirs, legal representatives, successors and assigns.

J. Fred Grahlherr as Trustee of the
FRED GRAHLHERR TRUST dated
November 2, 2009

STATE OF ILLINOIS)
) SS
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT **J. Fred Grahlherr, as Trustee of the Fred Grahlherr Trust dated November 2, 2009**, personally known to me to be the same person whose name is subscribed to the foregoing instrument and as Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and act of said Trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2023.

Notary Public

My Commission expires: _____

THIS INSTRUMENT PREPARED BY:

Sharp-Hundley, P.C.

John T. Hundley

1115 Harrison

Mt. Vernon, IL 62864

TAX STATEMENTS SHOULD BE MAILED TO:

Rimaxmo, LLC

1112 Broadway

Mt. Vernon, IL 62864

EXHIBIT A

Lots Two (2) and Four (4) in Boyle's Crown View Addition, (being a subdivision of part of the East One-Fourth (E 1/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) and of the West Half of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) except 350 feet off of the East side thereof), in Section Twenty-five (25), Township Two (2) South, Range Two (2) East of the Third Principal Meridian, situated in Jefferson County, Illinois.



CHICAGO TITLE INSURANCE COMPANY
STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No.: RE-14066

Loan No.: _____

Date: May 11, 2023

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months, (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land, (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:

2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any:

3. That all management fees, if any, are fully paid, except the following:

4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

5. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

6. That there are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
8. That I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (DELETE IF NOT APPLICABLE.)

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner

Purchaser

Fred Grahhor Trust

Rimaxmo

BY: _____

BY: _____

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated _____

Signature _____



Declaration ID: 20230504127765
 Status: Declaration Submitted
 Document No.: Not Recorded

State/County Stamp: Not Issued



PTAX-203
Illinois Real Estate
Transfer Declaration

Step 1: Identify the property and sale information.

1 2 CROWNVIEW

Street address of property (or 911 address, if available)

MT VERNON

62864-0000

City or village

ZIP

Shiloh
Township

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

3 Enter the primary parcel identifying number and lot size or acreage

06-25-354-021

68'x125'

Dimensions

No

Primary PIN

Lot size or
acreage

Unit

Split
Parcel

4 Date of instrument: 5/26/2023
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): SELLER "1031" EXCHANGE
- s Homestead exemptions on most recent tax bill:
 - 1 General/Alternative 0.00
 - 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 96,000.00
 12a Amount of personal property included in the purchase 12a 0.00



Declaration ID: 20230504127765
 Status: Declaration Submitted
 Document No.: Not Recorded

State/County Stamp: Not Issued

12b	Was the value of a mobile home included on Line 12a?	12b	Yes	X	No
13	Subtract Line 12a from Line 11. This is the net consideration for real property	13	96,000.00		
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	96,000.00		
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 81.002 rounds to 62)	18	192.00		
19	Illinois tax stamps — multiply Line 18 by 0.50.	19	96.00		
20	County tax stamps — multiply Line 18 by 0.25.	20	48.00		
21	Add Lines 19 and 20. This is the total amount of transfer tax due	21	144.00		

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

LOTS TWO (2) AND FOUR (4) IN BOYLE'S CROWN VIEW ADDITION, (BEING A SUBDIVISION OF PART OF THE EAST ONE-FOURTH (E 1/4) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) AND OF THE WEST HALF OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) EXCEPT 350 FEET OFF OF THE EAST SIDE THEREOF), IN SECTION TWENTY-FIVE (25), TOWNSHIP TWO (2) SOUTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, 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

FRED GRAHLHERR TRUST

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

12018 E CALENDAR RD _____ TEXICO _____ IL _____ 62889-2015
 Street address (after sale) _____ City _____ State _____ ZIP _____

618-231-2292 _____ 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

RIMAXMO, LLC

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

1112 BROADWAY ST _____ MOUNT VERNON _____ IL _____ 62864-3806
 Street address (after sale) _____ City _____ State _____ ZIP _____

618-244-0843 _____ 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:

RIMAXMO, LLC _____ 1112 BROADWAY ST _____ MOUNT VERNON _____ IL _____ 62864-3806
 Name or company _____ Street address _____ City _____ State _____ ZIP _____

USA _____
 Country _____



Declaration ID: 20230504127765
 Status: Declaration Submitted
 Document No.: Not Recorded

State/County Stamp: Not Issued

Preparer Information

HEATHER TAAKA - SHARP-HUNDLEY, P.C.

Preparer and company name	Preparer's file number (if applicable)	Escrow number (if applicable)	
1115 HARRISON ST	MOUNT VERNON	IL	62864-3813
Street address	City	State	ZIP
heather@sharp-hundley.com	618-242-0200		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							
<p>1</p> <table border="1"> <tr> <td>County</td> <td>Township</td> <td>Class</td> <td>Cook-Minor</td> <td>Code 1</td> <td>Code 2</td> </tr> </table> <p>2 Board of Review's final assessed value for the assessment year prior to the year of sale.</p> <p>Land _____</p> <p>Buildings _____</p> <p>Total _____</p>	County	Township	Class	Cook-Minor	Code 1	Code 2	<p>3 Year prior to sale _____</p> <p>4 Does the sale involve a mobile home assessed as real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5 Comments _____</p>
County	Township	Class	Cook-Minor	Code 1	Code 2		
Illinois Department of Revenue Use	Tab number						



Declaration ID: 20230504127765
Status: Declaration Submitted
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?
06-25-354-022	80'x125'	Dimensions	No

Personal Property Table

Invoice

Remit payment to:
Sharp-Hundley, P.C.
1115 Harrison St.
Mt. Vernon, IL 62864
618-242-0200

Billed to:
Rimaxmo, LLC

Invoice number: RE-14066
Invoice date: May 22, 2023
Please pay before:
Our file number: RE-14066

Property:
#2 Crownview
Mt. Vernon, IL 62864
Jefferson County

Brief legal:

DESCRIPTION	AMOUNT
Owner's Policy (Coverage \$96,000.00)	292.00
Closing Fee	300.00
Document Preparation	150.00
Final Search	100.00
Closing Protection Letter - Lender	25.00
Closing Protection Letter - Buyer	25.00
Closing Protection Letter - Seller	50.00
Illinois State Policy Fee - Buyer	3.00
Illinois State Policy Fee - Seller	3.00
Wire Fee	20.00
Search and Exam	225.00
Invoice total amount due:	\$ 1,193.00



ILLINOIS REALTORS® TERMS OF NON-EXCLUSIVE BUYER REPRESENTATION (DESIGNATED AGENT)



If Buyer chooses to work with CAPPS REALTY (Brokerage Company hereinafter referred to as "Sponsoring Broker"), Sponsoring Broker shall designate the licensee below affiliated with Sponsoring Broker to act as a non-exclusive agent of the Buyer for the purpose of identifying and negotiating to acquire real estate for Rimaxmo LLC ("Buyer"). The term "acquisition" or "acquire" shall include the purchase, lease, exchange, or option of real estate by Buyer or anyone acting on Buyer's behalf. By working with Sponsoring Broker, Buyer agrees that the following will govern the terms of their working relationship:

1. Sponsoring Broker designates CORY D CAPPS ("Buyer's Designated Agent") as the non-exclusive legal agent(s) of Buyer for the purpose of representing Buyer in the acquisition of real estate by Buyer.
2. Buyer may terminate this non-exclusive representation relationship at any time.
3. Buyer's Designated Agent will:
 - (a) Use Buyer's Designated Agent's best efforts to identify properties listed in the multiple listing service or other resource specifically identified by Buyer in writing that meet the Buyer's specifications relating to location, price, features, and amenities, as identified on the attached Buyers Information Checklist.
 - (b) Arrange for inspections of properties identified by the Buyer as potentially appropriate for acquisition.
 - (c) Advise Buyer as to the pricing of comparable properties.
 - (d) Assist Buyer in the negotiation of a contract acceptable to the Buyer for the acquisition of property unless Designated Agent is acting as a Disclosed Dual Agent.
 - (e) Provide reasonable safeguards for confidential information that the Buyer discloses to Buyer's Designated Agent.
 - (f) Other services: _____
4. Sponsoring Broker will:
 - (a) Provide Buyer's Designated Agent with assistance and advice as necessary in Buyer's Designated Agent's work on Buyer's behalf.
 - (b) Make the managing broker, or designated representative, available to consult with Buyer's Designated Agent as to Buyer's negotiations for the acquisition of real estate, who will maintain the confidence of Buyer's confidential information.
 - (c) Make other licensees affiliated with Sponsoring Broker aware of Buyer's general specifications for real property.
 - (d) As needed, designate one or more licensees as designated agent(s) of Buyer.
5. Buyer will:
 - (a) Work with Buyer's Designated Agent to identify and acquire real estate during the term of this representation.
 - (b) Supply relevant financial information that may be necessary to permit Buyer's Designated Agent to fulfill Agent's obligations.
 - (c) Be available upon reasonable notice and at reasonable hours to inspect properties that seem to meet Buyer's specifications.
6. Buyer's Designated Agent will have no duty to represent only Buyer, and Buyer's Designated Agent may represent other prospective buyers who may be interested in acquiring the same property or properties that Buyer is interested in acquiring, subject to Section 15-15(b) of the Illinois Real Estate License Act regarding contemporaneous offers.
7. Sponsoring Broker and Buyer expect that Sponsoring Broker's compensation for services will be paid by the seller or the seller's sponsoring broker, for Sponsoring Broker's acting as a cooperating agent in bringing a buyer to the transaction. While Buyer will have no obligation to pay Sponsoring Broker, Buyer's Designated Agent remains obligated to provide the services in paragraph 3 during the term of this representation.
8. The Sponsoring Broker and Buyer's Designated Agent are being retained solely as real estate professionals, and not as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other professional service providers. Such other professional service providers are available to render advice or services to the Buyer, if desired, at Buyer's expense.
9. PREVIOUS REPRESENTATION: Buyer understands that Sponsoring Broker and/or Designated Agent may have previously represented the seller from whom Buyer wishes to purchase the property. During the representation, Sponsoring Broker and/or Designated Agent may have learned material information about the seller that is considered confidential. Under the law, neither Sponsoring Broker nor Designated Agent may disclose any such confidential information to Buyer.
10. 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.

Date copy furnished to Buyer: 05/16/2023

CAPPS REALTY, Sponsoring Broker

Authentisign
Rimaxmo LLC 05/16/23

By: CORY D CAPPS
CORY D CAPPS Date: 05/16/23
Authorized Signer



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 Rimaxmo LLC Seller Fred Grahler Trust
Buyer _____ Seller u/a/d Nov 2, 2009
Phone _____ Phone _____
Street _____ Apt# _____ Street 12016 E Calendar Rd Apt# _____
City _____ State _____ Zip _____ City Texico IL State _____ Zip 62889

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# 06-25-354-021, 06-25-354-022
Commonly known as: 2 E Crownview 62864 City of Mt Vernon

3. PURCHASE PRICE \$

96,000.00			

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)
on or before _____ (insert date); or
RLC / 28 / within 7 calendar days from final acceptance.

Page 1 of 12 Buyer RLC Buyer _____ Seller RLC Seller _____ EBOR#930 Rev.12.06.2019

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 Range/Oven, Refrigerator, blinds, carport

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 REC 129 CASH SALE: (select one) A. ___ Written verification of deposit required. B. ___ Verified
72 deposit of funds in escrow at title agent or other.

73 ___/___/___ FINANCING CONTINGENCY: (select one) This contract is contingent upon Buyer obtaining
74 a written mortgage loan commitment of ___% 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 ___ percent, to be amortized in monthly installments for ___ years. If
77 Buyer is seeking VA or FHA financing, required FHA or VA amendments and disclosures shall be attached to
78 this Contract.

79 A. Buyer shall make written loan application no later than _____ or
80 _____ 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
117 Buyer Rimaxmo LLC Buyer _____
118 Rimaxmo LLC

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 _____
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

Page 3 of 12 Buyer RLLC Buyer _____ Seller [Signature] Seller _____ EBOR#930 Rev.12.06.2019

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 RIC 25 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 1 / 1 / 1 C. This contract is contingent upon Buyer's ability to obtain homeowner/hazard insurance
157 for the property within ___ 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 RIC 25 D. FLOOD AREA: Buyer may _____ may not terminate this Agreement if the Property lies in
167 an NFIP designated flood hazard area.

168
169 RIC 25 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 ___/___/___ A. The general real estate taxes shall be prorated based upon ___% percent of the
217 most recent available tax bill.
- 218 RUC DB B. The general real estate taxes shall be prorated based upon 100 % percent of the most
219 recent assessed value, exemptions, tax rate & multiplier as provided by the county office of assessments.
- 220 RUC DB C. Buyer shall be credited for the 2022-2023 prorated 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 RUC Buyer _____

Seller _____ Seller DB

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 _____ "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 _____ Seller _____

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

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 RLC / AS 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

312 RLC / AS 26. AUTHORIZATION: Seller and Buyer hereby authorize lender, title companies and any
313 other institutions to release to Designated Broker(s) or Brokerage firm any information pertaining to this
314 property.
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 RLC RLC 29. ELECTRONIC SIGNATURES: The parties hereto may show their consent to any action,
327 instrument, or document by manual signature reproduced and transmitted through any electronic means;
328 or by the adoption of electronic signatures as may be provided or agreed to by the parties. The parties
329 agree that they waive any issue as to the validity of a signature for the sole reason of its electronic
330 transmission or that such signature is not a manual original.

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

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

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

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

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

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

362

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

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

- 374 A. This provision shall in no way prohibit the offering for sale, or actual sale of Seller's property.
- 375 B. The parties agree to close this sale on or before _____ calendar days after closing date of the
- 376 sale of Buyer's property.
- 377 C. This contingency shall expire on _____, _____. In the absence of
- 378 written notice from buyer (Buyer's Notice) to the contrary by the aforementioned date, it shall
- 379 be conclusively presumed that this contingency has not been satisfied and this contract shall
- 380 terminate and be of no further force and effect. Refund of earnest money is subject to the terms
- 381 in Paragraph 19.
- 382 D. RIGHT OF FIRST REFUSAL: In the event Seller desires to accept another offer to purchase, Seller
- 383 or Seller's Broker shall immediately serve notice upon Buyer or Buyer's Broker of Seller's desire
- 384 to accept the third party contract. Upon receipt of Seller's notice, Buyer may do the following
- 385 within _____ calendar days: Remove ONLY contingency # 36 as outlined above by delivering a
- 386 signed written notice (Buyer's notice) to Seller or to the Seller's Broker within the time specified,
- 387 and if Buyer so removes said contingency, this contract shall remain in full force and effect; and
- 388 the parties shall proceed to close under the terms otherwise included hereunder of this
- 389 contract.
- 390 E. If Buyer shall fail to remove aforesaid contingency within the time specified, THIS CONTRACT
- 391 SHALL TERMINATE UPON EXPIRATION OF THE ABOVE STATED TIME PERIOD AND BE OF NO
- 392 FURTHER FORCE AND EFFECT.
- 393

394 ___/___/___ 37. CLOSING OF BUYER'S HOME CONTINGENCY: (Buyer HAS entered into a purchase
395 contract for the sale of Buyer's property, a copy of which is attached hereto). This Contract is contingent
396 upon Buyer's closing the sale of Buyer's home on or before _____, if Buyer is
397 unable to close the sale of Buyer's home by the date specified in the provision and so notifies Seller
398 thereof, in writing, on or before said date, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER
399 FORCE AND EFFECT. Refund of earnest money is subject to the terms in Paragraph 19. IF BUYER FAILS TO
400 NOTIFY SELLER WITHIN THE TIME SPECIFIED ABOVE, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER
401 WILL CLOSE ON THE SALE OF BUYER'S HOME OR WILL PURCHASE THE REAL ESTATE WITHOUT THE SALE OF
402 BUYER'S HOME. Seller may, at Seller's option, market the property for sale during the term of this
403 provision and in the event Seller receives an acceptable offer from another buyer, Seller may accept said
404 offer contingent upon the first Buyer's closing not occurring on the date written in the paragraph above.
405

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

Page 9 of 12 Buyer RLC Buyer _____ Seller _____ Seller JK EBOR#930 Rev.12.06.2019

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.

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1 24 46. OTHER (To be completed ONLY by the Buyer or Seller)
Listing Agent is related to the seller.
Buyer signature required on Exhibit A.
Exhibit B, Legal is attached.
Covenants attached for signature

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

47. OFFER: This offer shall become null and void unless a written acceptance is received by the BUYER or the BUYER'S DESIGNATED AGENT ON OR BEFORE _____ M. on _____, 20____.

Rimaxmo LLC 05/16/23
Buyer _____ Date/Time _____ Buyer _____ Date/Time _____

48. SELLER: Accepts the foregoing offer. _____ Rejects the foregoing offer. _____ Counter offers the foregoing offer.

Seller's Counter Offer to be accepted by Buyer no later than _____ M. on _____, 201____.

Fred Grahler trustee 5-19-23
offer Fred Grahler Trust _____
Date/Time _____ Seller _____ Date/Time _____

49. BUYER: _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
_____ Counter offers the foregoing counter offer. Buyer's Counter Offer to be accepted by Seller no later than _____ M. on _____, 20____.

Buyer _____ Date/Time _____ Buyer _____ Date/Time _____

50. SELLER: _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
_____ Counter offers the foregoing counter offer. Seller's Counter Offer to be accepted by Buyer no later than _____ M. on _____, 20____.

Seller _____ Date/Time _____ Seller _____ Date/Time _____

51. BUYER: _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
_____ Counter offers the foregoing counter offer. Buyer's Counter Offer to be accepted by Seller no later than _____ M. on _____, 20____.

Buyer _____ Date/Time _____ Buyer _____ Date/Time _____

500 **52. SELLER:** _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
501 _____ Counter offers the foregoing counter offer. Seller's Counter Offer to be accepted by Buyer no later
502 than _____ M. on _____, 20____.
503
504

505 _____
506 Seller _____ Date/Time _____ Seller _____ Date/Time _____

507 **FINAL ACCEPTANCE DATE:** 5-19-23 Acknowledged by [Signature] Initialed by last party to
508 agree.
509

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

510
511 Selling Agency CAPPS REALTY Listing Agency SOUTHERN REALTY, LLC
512
513 License # 481013753 License # 481012756
514
515 Agency Address 13334 N Frontage Rd Agency Address 801 E. DEYOUNG ST.
516
517 MT. VERNON IL 62864 MARION IL 62959
518
519 Selling Broker CORY D CAPPS Listing Broker MARY SUSAN GRAHLHERR
520
521 License # 471021492 License# 475124538
522
523 Phone # 618-231-6548 Phone # 618-231-2292
524
525 EMAIL corycapps@hotmail.com EMAIL marysusan63@yahoo.com



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

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

Property Address: #2 E Crownview
City, State & Zip Code: Mt. Vernon, IL 62864
Seller's Name: Fred Grahler Trust

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of July 1, 2022, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

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

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

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

	YES	NO	N/A	
1.		<input checked="" type="checkbox"/>		Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	<input checked="" type="checkbox"/>			I am aware of flooding or recurring leakage problems in the crawl space or basement.
3.		<input checked="" type="checkbox"/>		I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.		<input checked="" type="checkbox"/>		I am aware of material defects in the basement or foundation (including cracks and bulges).
5.		<input checked="" type="checkbox"/>		I am aware of leaks or material defects in the roof, ceilings, or chimney.
6.		<input checked="" type="checkbox"/>		I am aware of material defects in the walls, windows, doors, or floors.
7.		<input checked="" type="checkbox"/>		I am aware of material defects in the electrical system.
8.		<input checked="" type="checkbox"/>		I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment systems, sprinkler system, and swimming pool).
9.			<input checked="" type="checkbox"/>	I am aware of material defects in the well or well equipment.
10.		<input checked="" type="checkbox"/>		I am aware of unsafe conditions in the drinking water.
11.		<input checked="" type="checkbox"/>		I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.			<input checked="" type="checkbox"/>	I am aware of material defects in the fireplace or wood burning stove.
13.		<input checked="" type="checkbox"/>		I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14.		<input checked="" type="checkbox"/>		I am aware of unsafe concentrations of radon on the premises.
15.		<input checked="" type="checkbox"/>		I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16.		<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.
17.		<input checked="" type="checkbox"/>		I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18.		<input checked="" type="checkbox"/>		I am aware of current infestations of termites or other wood boring insects.
19.		<input checked="" type="checkbox"/>		I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20.		<input checked="" type="checkbox"/>		I am aware of underground fuel storage tanks on the property.
21.		<input checked="" type="checkbox"/>		I am aware of boundary or lot line disputes.
22.		<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.
23.		<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:

cellar has new sump pump (fall/2022) with check valve. Cellar will stay dry as long as pump is on + working.

Check here if additional pages used: _____

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

Seller: Fred Bohler Date: 2-3-23

Seller: _____ Date: _____

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

Prospective Buyer: Rimaxmo LLC Date: 05/16/23 Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

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

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

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

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

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

Date provided to Buyer: 05/16/23

Seller: And Prohler

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

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

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Applicability; Exceptions. The provisions of this Act do not apply to the following:

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.
- (2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.
- (3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers pursuant to testate or intestate succession.
- (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.
- (7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.
- (8) Transfers to or from any governmental entity.
- (9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. Disclosure Report; Completion; Time of Delivery. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If, prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

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

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. Effect of Act on Other Statutes or Common Law. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Disclosure Report; Method of Delivery. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- (1) personal or facsimile delivery to the prospective buyer;
- (2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or
- (3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.



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.
- 22 (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- 22 (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.
- RLC (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- MSC (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>David Traubher</u>	Date <u>2-3-23</u>
Seller _____	Date _____
Purchaser <u>Rimaxmo LLC</u>	Date <u>05/16/23</u>
Purchaser _____	Date _____
Agent <u>Mary Susan Traubher</u>	Date <u>2-3-23</u>
Agent <u>CORY D. CAPPS</u>	Date <u>05/16/23</u>

Property Address: #2 E Crownview

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



ILLINOIS REALTORS® DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: #2 E Crownview Mt. Vernon, IL 62864

Seller's Disclosure (Initial)

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

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

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

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

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

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

Purchaser's Acknowledgment (Initial)

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

RLC

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

RLC

(e) Purchaser has (check one below):

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

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

Agent's Acknowledgment (Initial)

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

Certification of Accuracy

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

Seller David Prohler Date 2-3-23

Purchaser Rimaxmo LLC Date 05/16/23

Seller _____ Date _____

Purchaser _____ Date _____

Agent Mary Susan Prohler Date 2-3-23

Agent CORY D CAPPS Date 05/16/23

(This disclosure form should be attached to the Contract to Purchase.)
FORM 420 (05/2021) COPYRIGHT ILLINOIS REALTORS®

Exhibit A
Consent of Purchasers

Rimaxmo LLC (Purchaser) consent to the assignment of the rights of Fred Grahlherr as Trustee of the Fred Grahlherr Trust u/a/d November 2, 2009 (Exchangor) and to the Contract for Sale dated May 19, 2023, respecting the sale of real estate shown in Exhibit B and waive and release all claims against First Mid Wealth Management (Qualified Intermediary), its agents, employees, successors and/or assigns for any breach of representation, warranty or other obligation of Exchangor in connection with the above-referenced contract. This consent shall not release Exchangor from any representation, warranty or other obligation under the terms of the above-referenced contract.

Purchaser:

Authentisign
Rimaxmo LLC

05/20/23

Rimaximo LLC

Exhibit B



TRUSTEE'S DEED

THIS INDENTURE, made this 3rd day of August, 2007, between Betty Marie Kirkpatrick and Jay Edward Slater, not personally or individually, but as Co-Trustees under the provisions of a deed or deeds in trust, duly recorded and delivered to the said trustees in pursuance of a Trust Agreement dated March 28, 2000 and known as The Betty Marie Kirkpatrick Trust, party of the first part, and Fred Grahlherr, a single person, of the City of Texico, County of Jefferson, and State of Illinois, party of the second part,

JEFFERSON COUNTY, IL RECORDER
CONNIE SIMMONS 2P
JEFFERSON COUNTY CLERK & RECORDER
C Date 06/03/2007 Time 15:24:01
EN 200705482 Page 1 of 2
RECORDING FEES: 248.50

Date: 8/3/2007
RHSP Surcharge
3 10.00

WITNESSETH:

That said party of the first part, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in the County of Jefferson and State of Illinois, to-wit:

Lots Two and Four in Boyle's Crown View Addition, being a subdivision of part of the East One-Fourth of the Southwest Quarter of the Southwest Quarter and of the West Half of the Southeast Quarter of the Southwest Quarter except 350 feet off of the East side thereof, in Section Twenty-five, Township Two South, Range Two East of the Third Principal Meridian, situated in Jefferson County, Illinois.


Together with the tenements, appurtenances thereunto belonging, to have and to hold the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the Trust Agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of delivery hereof.

IN WITNESS WHEREOF, said party of the first part has executed this document the day and year first above written.

Betty Marie Kirkpatrick
Betty Marie Kirkpatrick, Co-Trustee

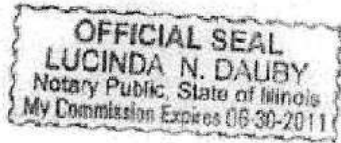
Exhibit B



Jay Edward Slater, Co-Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that **Betty Marie Kirkpatrick and Jay Edward Slater**, as Co-Trustees, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 3rd day of August, 2007.




Notary Public

This deed was prepared without benefit of counsel and the parties have not been advised. The preparer of this deed was hired solely for the purpose of document preparation.

Legal description furnished to and title not examined by preparer of deed.

Prepared by:
Jennifer R. Aden
Attorneys At Law
1504 West DeYoung Street
Marion, IL 62959

Mail Subsequent Tax Bills To:
Fred Grahler
10016 E. Calender Rd
Texico IL 62889

1707-271
Return: Title Professionals, Inc.
2801 Broadway, Suite A
Mt. Vernon, IL 62864

DECLARATION OF RESTRICTIVE COVENANTS

Boyle's Crown View Addition, a subdivision of a part of the E 1/4 of the SW 1/4 of the SW 1/4 and the West Half of the SE 1/4 of the SW 1/4, except 350 feet off the East side thereof, in Section 25, Township 2 South, Range 2 East of the 3rd P. M., Jefferson County, Illinois.

WE, Joe P. Boyle and Lois Ferné Boyle, his wife, being all the owners of "Boyle's Crown View Addition", aforesaid, do hereby publish and declare that the following restrictions run with the land and shall bind the undersigned, their heirs, executors, administrators, vendees and assigns and all future sales and assignments of said Addition or any part thereof and all persons claiming by, through, or under us.

Restrictions One to Ten inclusive apply to Lots 2 to 52 inclusive and restrictions 11 to 14 apply to Lots 1, 53, and 54.

1. The property shall be used for single residence purposes only. There shall be only one dwelling house per lot.
2. No building or any part thereof, except roof overhang, hereafter erected upon the premises shall be built nearer to the building line indicated on the Plat, recorded in Plat Book 2 at page 99, nor shall any building be erected so that any portion thereof, except roof overhang be nearer than 5 feet to the boundary line between the lots.
3. No residence building shall be erected upon the above described premises which shall contain a liveable floor space, not including basement, attic, breezeway or garage area of less than 760 square feet for a one story residence or less than 1200 square feet for a 2-story residence.
4. All buildings shall be of brick, stone, or frame construction above ground level and there shall be only one dwelling house per lot.
5. The materials on the outside of the exterior walls of all buildings shall be brick, stone, wood, aluminum or of masonite type.
6. Garages may be erected after the erection of the main dwelling and shall conform to the construction of the dwelling house.
7. No resident of this Addition or owners of property in this Addition shall permit the parking of trailer houses or commercial vehicles upon the property or streets beyond a reasonable time necessary in the transaction of ordinary business, nor shall any resident or owner keep poultry, fowl, or livestock or any household pets other than dogs, cats, and canaries thereon, nor permit rubbish, garbage or trash to accumulate on any part of the premises.
8. No part of said property shall be used or occupied for a trade or business or profession of any kind whatsoever.
9. No obnoxious or unsightly outbuilding of any kind shall be erected or maintained on said premises or any part thereof, and no fence shall be built upon said premises except for decorative purpose only, and shall not be constructed in such a manner to obstruct the view from premises adjacent thereto.

12. No building over 14 feet in height shall be erected on Lots 1 and 53.

13. No junk yard, slaughterhouse, drive-in eating place, whole-sale supply house, public garage, tavern, dance hall, skating rink, hotel, mill, theater, used car sales lot, plumbing shop, heating shop, electrical shop, machine shop, or tin shop shall be erected or maintained on said Lots 1, 53 and 54.

14. Lot 54 is subject to the building line shown on said Plat and Lots One and 53 are subject to the building lines shown on said Plat and no building will be placed closer than 5 feet to the North boundary line of either said Lot One or 53.

15. The parties hereto reserve unto themselves, their heirs, successors, and assigns the right to erect, keep and maintain water lines, gas lines, sewage disposal pipes and a pole with one or more cross-arms attached thereto to be used for sustaining thereon electric lines and telephone lines, together with the right to string and maintain wires and to cut and trim trees, bushes, shrubs which interfere with said lines over those parts of said premises described as follows:

- Over the rear 7.5 feet of Lots One to 53 inclusive.
- Over the West 7.5 feet of Lot 26
- Over the East 7.5 feet of Lot 27

If the undersigned or any future owners of said Addition or any part thereof or any of their heirs, executors, administrators, vendees or assigns, shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property situated in said Addition to prosecute any proceeding at law or in equity against the person or persons violate any such restriction either to prevent him or them from so doing or to recover damages or other dues for said violations.

Invalidation of any of these restrictions by Court Order or Judgment shall in no wise affect any of the other restrictions which shall remain in full force and effect.

WITNESS our hands and seals this 12 day of December 1955.

JOE P. BOYLE (SEAL)

LOIS FERNE BOYLE (SEAL)

FILED December 13th, 1955

RECORDED IN BOOK 236, PAGE 83.

Entry # 47 Cont.

Buyer ^{Authentisign} Rimaxmo LLC 05/20/23

Seller Fred Grahlher
5-19-23
trustee of the Fred Grahlher
Trust u/a/d Nov 2, 2009