

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 Larry Lyday Seller Denis Pruett
Buyer Karen Lyday Seller _____
Phone _____ Phone _____
Street _____ Apt# _____ Street _____ Apt# _____
City _____ State _____ Zip _____ City _____ State _____ Zip _____

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

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

Located in the County of Jefferson, State of Illinois. Parcel Tax ID# 06-36-376-005
Commonly known as: 105 Halia Crest City of Mt. Vernon

3. PURCHASE PRICE \$

50,000.00			

Earnest money in the amount of \$ 1,000.00 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)

LL KL on or before _____ (insert date); or
within 30 calendar days from final acceptance.

Buyer LL Buyer KL Seller _____ Seller _____

44 In the event the Closing Date must be rescheduled, the parties may mutually agree in writing to close upon
45 such other time and place as is convenient. Closing shall take place at the escrow office of the title
46 company (or its issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real
47 Estate or as shall be agreed mutually by the Parties. This Agreement will expire at 11:59 p.m. three calendar
48 days after the scheduled closing date unless the parties mutually agree to an alternate time or place in
49 writing. In the event the agreement is breached as a result of the closing not occurring within the time
50 frame provided herein, the Earnest Money shall be distributed in accordance with Paragraph 19.
51

52 6. FIXTURES AND PERSONAL PROPERTY: Included in the Purchase Price: Seller is including in the property,
53 all fixtures on the property on the date of this offer not excluded on the lines below, and the following
54 additional items:
55 dishwasher, range, refrigerator, washer, dryer
56

57 Not included in the purchase price:
58
59

60 [Identify fixtures that are on the property to be excluded by Seller or which are rented and will continue to
61 be owned by the Lessor.] Note: The terms of this offer, not the listing contract or marketing materials,
62 determine what items are included or excluded by this offer.
63

64 All the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in
65 operating condition on the Final Acceptance Date, unless otherwise stated herein. Seller agrees to transfer
66 to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the items of Personal
67 Property at no additional cost. A system or item shall be deemed to be in operating condition if it performs
68 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.
69

70 7. METHOD OF PAYMENT (initial one):

71 LL KL / ___ 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

Buyer LL Buyer KL Seller _____ Seller _____

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 Buyer ^{Authentisign}
 Carry Lyday 09/06/23 Buyer ^{Authentisign}
 Karen Lyday 09/06/23

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

Buyer ^{Authentisign}
 LL Buyer ^{Authentisign}
 KL Seller _____

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.

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LL KL

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

156 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 D. FLOOD AREA: Buyer ___ may ___ may not terminate this Agreement if the Property lies in
167 an NFIP designated flood hazard area.

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LL KL

169 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

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Buyer LL Buyer KL

Seller _____ Seller _____

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 LL KL A. The general real estate taxes shall be prorated based upon 100 % percent of the
217 most recent available tax bill.

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

220 LL KL C. Buyer shall be credited for the 2022 ~~prorate~~ 2023 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 LL Buyer KL Seller _____ Seller _____

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

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

277 LL KL / A. No survey shall be provided.

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

311 LL KL / 26. AUTHORIZATION: Seller and Buyer hereby authorize lender, title companies and any
312 other institutions to release to Designated Broker(s) or Brokerage firm any information pertaining to this
313 property.
314
315

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

Buyer LL Buyer KL Seller _____ Seller _____

EGYPTIAN BOARD OF REALTORS®, INC
Addendum F

Condominium Sales

CONDOMINIUM/Common Interest Associations: The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

1. Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.
2. Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Final Acceptance Date.
3. Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between the Final Acceptance Date and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.
4. Seller shall, within five (5) Business Days from the Final Acceptance Date, apply for those items of disclosure upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.
5. In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions, or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the receipt of the documents and information required by this Paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.
6. Seller shall not be obligated to provide a condominium survey.
7. Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee if any, as an insured.

Authentisign
Larry Lyday 09/06/23

Authentisign
Karen Lyday 09/06/23

Buyer	Buyer	Date	Seller	Seller	Date
-------	-------	------	--------	--------	------

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

325  

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

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

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

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

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

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

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

Buyer  Buyer  Seller _____ Seller _____

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

366
367 ___/___/___ 36. SALE OF BUYER'S HOME CONTINGENCY: (Buyer HAS NOT entered into a purchase
368 contract on Buyer's property). If Parties have executed this provision then this Contract is contingent upon
369 Buyer securing a signed purchase contract on Buyer's home located at: _____, City
370 of _____, State of _____. When a sales contract has been written and accepted by Buyer,
371 written notification shall be given to Seller or Seller's Broker, at which time the property belonging to Seller
372 will be removed from the market. Buyer's property is ___ is not ___ listed for sale. If listed, a copy of
373 property data sheet is attached.

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

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

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

Buyer LL Buyer KL Seller _____ Seller _____

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

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

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

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

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

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

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

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

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

Page 10 of 12
Buyer LL Buyer KL Seller _____ Seller _____ EBOR#930 Rev.12.06.2019

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

456
457
458
459
460

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

463
464 **47. OFFER:** This offer shall become null and void unless a written acceptance is received by the BUYER or the
465 BUYER'S DESIGNATED AGENT ON OR BEFORE _____ M. on _____, 20____.

466 Authentisign Larry Lyday 09/06/23 Authentisign Karen Lyday 09/06/23
467
468 Buyer Date/Time Buyer Date/Time

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

472
473 Seller's Counter Offer to be accepted by Buyer no later than _____ M. on _____, 201____.

474 Authentisign Dennis Pruett 09/07/23
475
476 Seller Date/Time Seller Date/Time

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

481
482
483 Buyer Date/Time Buyer Date/Time

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

488
489
490 Seller Date/Time Seller Date/Time

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

495
496
497 Buyer Date/Time Buyer Date/Time

498
499
Page 11 of 12
Buyer LL Buyer KL Seller DP Seller _____

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

503
504 _____
505 Seller _____ Date/Time _____ Seller _____ Date/Time _____
506

507 FINAL ACCEPTANCE DATE: _____ Acknowledged by _____ Initialed by last party to
508 agree.
509

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

510
511 Selling Agency Century 21 All Pro Listing Agency Capps Realty
512
513 License # 478010527 License # 481013753
514
515 Agency Address 13035 N Shiloh Drive Agency Address _____
516
517 Mt.Vernon, IL. 62864 Mt.Vernon, IL. 62864
518
519 Selling Broker Lisa McKinney Listing Broker Cory Capps
520
521 License # 471993781 License# 471021492
522
523 Phone # 618-237-4525 Phone # 618-231-6548
524
525 EMAIL lisac21@sbcglobal.net EMAIL corycapps@hotmail.com



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



If Buyer chooses to work with Century 21 All Pro (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 Larry & Karen Lyday ("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 Lisa McKinney ("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 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 his 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 time that this Agreement is in force
 - (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 commission will be paid by the seller or the seller's sponsoring broker, for Sponsoring Broker's acting as a cooperating agent. Buyer will have no obligation to pay Sponsoring Broker.
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 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: 9-6-23

Century 21 All Pro, Sponsoring Broker

Authentisign
Larry Lyday

09/06/23

By: _____

Authentisign
Karen Lyday

09/06/23

Authorized Signer

Date: 9-6-23



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

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION.

Property Address: 105 Halia Crest
City, State & Zip Code: Mt. Vernon IL 62864
Seller's Name: Dennis Pruett

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 September 5, 2023.

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

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

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

Table with 3 columns: YES, NO, N/A and 24 numbered rows of disclosure questions regarding property occupancy, flood insurance, material defects, radon, and other safety concerns.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

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

Check here if additional pages used: _____

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

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

Seller: *[Signature]* Date: 9-5-23

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 THE PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: *[Signature]* ^{Authentisign} 09/06/23 Date: _____ Time: _____

Prospective Buyer: *[Signature]* ^{Authentisign} 09/06/23 Date: _____ Time: _____

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



RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

"Seller" means every person or entity who:

- (1) is a beneficiary of an Illinois land trust; or
- (2) has an interest, legal or equitable, in residential real property as:
 - i. an owner;
 - ii. a beneficiary of a trust;
 - iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or
 - iv. a contract purchaser or lessee of a ground lease.

"Seller" does not include a party to a transfer that is exempt under Section 15 or a beneficiary who has both (i) never occupied the residential real property and (ii) never had management responsibility for the residential real property.

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

"Contract" means a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

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

Section 15. Seller Exemptions. A seller in any of the following transfers is exempt from this Act, regardless of whether a disclosure report is delivered:

- (1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.
- (2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.
- (3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. As used in this paragraph, "trust" includes an Illinois land trust.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument.
- (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.
- (7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure report furnished to the entity by the seller.
- (8) Transfers to or from any governmental entity.
- (9) Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of existing residential real property.

Section 20. Disclosure Report Requirements. A seller of residential real property shall complete all items in the disclosure report described in Section 35. The seller shall deliver to the prospective buyer the written disclosure report required by this Act before the signing of a contract.

Section 25. Liability of seller.

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

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

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

Section 30. Disclosure report supplement. If, prior to closing, any seller becomes aware of an error, inaccuracy, or omission in any prior disclosure report or supplement after delivery of that disclosure report or supplement to a prospective buyer, that seller shall supplement the prior disclosure report or supplement with a written supplemental disclosure, delivered by any method set forth in Section 50.

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

Section 40. Material defect.

(a) If a seller discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered "yes" except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the prospective buyer, within 5 business days after receipt of that report, may terminate the contract or other agreement with the return of all earnest money deposits or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the seller.

(b) If a seller discloses a material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:

- (i) the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller; (ii) the material defect is not repairable prior to closing; or (iii) the material defect is repairable



prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.

(c) The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set forth in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55.

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

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

(1) personal delivery or facsimile, email, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contract or other agreement;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

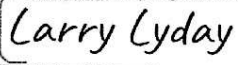
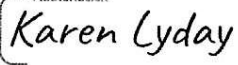

(3) depositing the report with an alternative delivery service such as Federal Express or UPS, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

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

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

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

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

Date provided to Buyer:		09/06/23		09/06/23
Seller:				



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: 105 Halia Crest Mt. Vernon IL 62864

Seller's Disclosure (initial)

TD (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.

TD (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)

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

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

LL KL (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)

CE (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 [Signature] Date 9-5-23

Purchaser Larry Lyday Date 09/06/23

Seller _____ Date _____

Purchaser Karen Lyday Date 09/06/23

Agent [Signature] Date 9-5-23

Agent [Signature] Date 9-6-23

(This disclosure form should be attached to the Contract to Purchase.)
COPY D CAPES





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

Agent's Acknowledgement (initial IF APPLICABLE)

- CL (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 [Signature] Date 9-5-23

Seller _____ Date _____

Purchaser Larry Lyday 09/06/23 Date _____

Purchaser [Signature] Date _____

Agent [Signature] Date 9-5-23

Agent [Signature] Date 9-6-23

Property Address: 105 Halia Crest

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