

AMENDMENT TO REAL ESTATE PURCHASE CONTRACT

(For the Exclusive Use of Realtor® Members of the Central Illinois Board of Realtors®)

This amendment is attached to and made part of the Real Estate Purchase Contract for the property at

Property: 12422 N Sparrow Mt Vernon IL

Buyer: Kim Nielsen David Moir

Seller: Howard Chambliss

Buyer and Seller agree to amend the Real Estate Purchase Contract dated _____ only as to those matters checked below.

New Closing Date: _____

New Purchase Price: _____

Seller agrees to pay \$ _____ towards Buyer's closing costs and prepaid expenses.

Other:
Please remove David Moir from the contract. Kim Nielsen is the only buyer.
Also, Please change the contract to reflect that it will be a secondary residence.

So agreed and accepted:

Authentisign
Kim Nielsen
Buyer Signature Kim Nielsen 03/07/2023
Date

Authentisign
Howard Chambliss
Seller Signature Howard Chambliss 03/07/23
Date

Buyer Signature David Moir _____
Date

Seller Signature _____
Date

TWO ONE SEVEN

CONGRATULATIONS

YOU ARE PRE-QUALIFIED!

WITH DAVID M. NELSON, SENIOR MORTGAGE BANKER

Date:	December 28, 2022	Purchase Price:	\$350,000.00
Borrower:	Kim Rene Nielsen	Down Payment:	25%
Co-Borrower:	N/A	Closing Cost Credit:	N/A
Loan Type:	Conventional – 30 Yr. – Fixed Rate	Property Address:	4828 Forrest Trl, Decatur, IL

We are pleased to provide you with a notice of pre-qualification for a home loan. This Pre-Qualification is based on information you provided, along with a copy of your credit report obtained by Flat Branch Home Loans. As part of our formal approval process, you will be required to provide documentation including but not limited to the following:

- Fully executed purchase contract and any counter offers
- Satisfactory appraisal report to support sales price
- Locking of interest rate and finalization of loan amount
- Acceptable Homeowners Insurance Binder of coverage
- Final Underwriting Approval
- Acceptable Soft Credit Report to be pulled within 10 days prior to closing

Please inform us of any modifications to the terms of your purchase transaction (i.e. purchase price, concessions, down payment, property, etc.) including any changes in your employment, income and/or assets from when you applied for this loan.

Your final interest rate will be determined based on market conditions at the time you elect to lock in. Should you need anything during the course of your home buying process, please do not hesitate to contact us. We are extremely excited and will diligently work to exceed your expectations and make this a smooth process for all involved.

Thank You,



David Nelson
 Senior Mortgage Banker
 NMLS# 1718338
 Phone: (309) 368-8175
dnelson@fbhl.com | 217mortgage.com



EGYPTIAN BOARD OF REALTORS®, INC.
RESIDENTIAL SALES CONTRACT

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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 Kim Nielsen Seller Howard Chambliss
Buyer David Moir Seller _____
Phone 425-931-0504 Phone _____
Street 16412 126th St NE Apt# _____ Street 202 Orange Blossom Dr Apt# _____
City Arlington State WA Zip 98223 City Abilene State TX Zip 79602

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# 0634302012, 0634302014
Commonly known as: 12422 N SPARROW Lane 62864 City of Mt Vernon

3. PURCHASE PRICE \$

250,000			

Earnest money in the amount of \$ 2,000 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.

KN DM HC 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 \$ 1,500 or _____ % of purchase price to cover the following items: **Closing costs**

5. CLOSING DATE: The parties shall close this transaction (initial one of the following) KN DM HC on or before 03/28/2023 (insert date); or _____ within _____ calendar days from final acceptance.

Page 1 of 12 Buyer KN Buyer DM Seller HC Seller _____ EBQR#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: washer, dryer, stove, refrigerator, dishwasher, microwave

55
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 ___/___/___ CASH SALE: (select one) A. ___ Written verification of deposit required. B. ___ Verified
72 deposit of funds in escrow at title agent or other.

73 KN DM HC

74 FINANCING CONTINGENCY: (select one) This contract is contingent upon Buyer obtaining
75 a written mortgage loan commitment of ___% of the Purchase Price for a Conventional ___ VA
76 ___ FHA ___ USDA or other ___ specialized mortgage loan with an initial Fixed Rate or ___ Adjustable
77 rate of interest not to exceed 7 percent, to be amortized in monthly installments for 30 years. If
78 Buyer is seeking VA or FHA financing, required FHA or VA amendments and disclosures shall be attached to
79 this Contract.

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

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

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

Buyer KN Buyer DM

Seller HC 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} Kim Nielsen Buyer ^{Authentisign} David Moir

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 ^{Authentisign} **KN DM HC** CONDITION OF PREMISES, INSPECTIONS, AND INSURABILITY (Initial All That Apply):

125 **KN DM HC** 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 10
128 calendar days of Final Acceptance of this contract. Buyer agrees that "material defects" are being
129 addressed in this contingency, not minor repairs and routine maintenance. A "material defect" shall be a
130 condition that would have a substantial negative effect on the value of the residential real property,
131 significantly impair the health or safety of future occupants of the property, or involves a material
132 component that is not in functional working order.

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

136 the pertinent pages of the reports outlining any material defects disclosed by the inspections which
137 are unacceptable to the Buyer, one of the following options will apply:

- 138 a. Seller and Buyer may negotiate to arrange for correction of any material defects.
- 139 b. Seller may at closing, credit the Buyer a mutually agreed upon amount for the repair
- 140 of such material defect(s).
- 141 c. Seller will neither repair nor provide credit.
- 142 d. Pursuant to and in consideration of a., b., c., above and where the Buyer and Seller
- 143 have failed to reach a remediation agreement in writing, within _____ days of Seller's
- 144 receipt of the Condition of Premises report, the Buyer may terminate this contract by
- 145 giving a termination notice to the Seller or Seller's Broker.

146 II. Failure of the Buyer or Buyer's Broker to provide a "buyers notice" of Condition of Premises
147 and reports to Seller/Seller's Broker as directed above in 11. A .1 and within the specified time
148 period above shall indicate Buyer's acceptance of the property in its "AS IS" condition. The Seller,
149 Real Estate Brokerage Firm(s) and Licensees shall have no further responsibility with reference
150 thereto.

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

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

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

Buyer **DM** Buyer **KN**

Seller **HC** 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 KN DM / ___ A. The general real estate taxes shall be prorated based upon 100 % percent of the
217 most recent available tax bill.
218 KN DM HC 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 KN DM HC C. Buyer shall be credited for the 2023 real estate taxes, at closing, based
221 upon the most current and available information, including confirmed multipliers.
222 KN DM / ___ 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

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

Buyer  Buyer 

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 SURVEY: (Initial A, B, C or D)

277 A. No survey shall be provided.

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

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

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

285
286 21. TITLE: Prior to closing, Seller shall furnish to Buyer and/or Buyer's Lender, at Seller's expense a
287 commitment for an owner's title insurance policy, including owners policy and financing statement search,
288 if applicable, dated after the Final Acceptance date of this contract, showing a good and merchantable title,
289 subject to prior reservations or transfers of mineral rights, all easements, restrictive covenants, all
290 reservations of public record, if any, and all zoning laws and ordinances, which do not unreasonably
291 interfere with Buyer's intended use of the property. Such title insurance is to be issued in the amount of
292 the purchase price. If Seller is unable to cure title exceptions, or, if any extension beyond the original
293 closing date would result in the expiration or adverse change in the terms of Buyer's loan commitment,
294 then Buyer shall have the following options:

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

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

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

300
301 22. Buyer is an investor ___ or owner occupant .

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


305
306 24. PLAT ACT COMPLIANCE: If applicable, Sellers agree to fully comply with all provisions of 765ILCS205
307 known as the "Plat Act", and if required by the recorder's office will furnish affidavit of compliance.

308
309 25. CONDOMINIUM (Initial if applicable): In the event the Real Estate is a condominium,
310 Addendum F – Condominium Sales should be attached to this Contract.

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

314
315
316 27. FINAL SETTLEMENT: Closing of the sale and acceptance of the deed by Buyer shall constitute
317 acknowledgment that the real estate, improvements, mechanical systems and appliances are in acceptable
318 condition to the Buyer.

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

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

331
332 30. EXECUTION: This contract shall be effective and binding when Seller and Buyer have each signed a copy,
333 even if both have not signed the same copy, and signed copies have been duly delivered to Buyer and
334 Seller. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs,
335 executors, administrators, and assigns of the parties.
336

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

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

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

342
343 ___/___/___ 33. CONTINGENCY FOR APPROVAL OF SELLER'S DISCLOSURE STATEMENT: If the purchaser
344 has not received a completed Seller's Residential Real Property Disclosure Report as indicated in paragraph
345 8 above, then this contract is contingent upon Buyer's receipt and approval of Seller's Residential Real
346 Property Disclosure Report and Buyer, at any time prior to the closing or the Buyer's receipt of Residential
347 Real Property Disclosure Report, may terminate the contract. Buyer shall have three (3) calendar days
348 following receipt of the completed Residential Real Property Disclosure Report in which to terminate this
349 Sales Contract if a material defect is disclosed in the Residential Real Property Disclosure Report. Upon the
350 Buyer's approval of the Residential Real Property Disclosure Report or three (3) calendar days following
351 Buyer's receipt of the report, whichever occurs first, Buyer waives the requirements of the Residential Real
352 Property Disclosure Act mandating the delivery of that disclosure statement prior to the signing of the Sales
353 Contract.
354

355 ___/___/___ 34. NEW CONSTRUCTION CONTINGENCY: This contract is contingent upon an attorney or
356 the Parties preparing a mutually acceptable New Construction Contract or modification addendum on or
357 before _____, which may contain terms including but not limited to the following:
358 a written warranty, specifications, plans and feature list, if any, and provision for an occupancy permit. IF
359 PARTIES HAVE NOT AGREED TO SUCH MODIFICATIONS WITHIN THE TIME SPECIFIED, THEN THIS CONTRACT
360 SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT. Refund of earnest money is subject to the
361 terms in Paragraph 19.
362

Buyer 

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.

Buyer  Buyer  Seller  Seller _____

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	Kim Nielsen	03/01/23	Authentisign	David Moir	03/01/23
467		Buyer	Date/Time		Buyer	Date/Time

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	Howard Chambliss	03/02/23			
475		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	Authentisign	Kim Nielsen	03/02/23	Authentisign	David Moir	03/02/23
482		Buyer	Date/Time		Buyer	Date/Time

483
484
485 **50. SELLER:** ___ Accepts the foregoing counter offer. ___ Rejects the foregoing counter offer.
486 ___ Counter offers the foregoing counter offer. Seller's Counter Offer to be accepted by Buyer no later
487 than ___ M. on ___, 20___.

488						
489						
490		Seller	Date/Time		Seller	Date/Time

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

495						
496						
497		Buyer	Date/Time		Buyer	Date/Time

498
499

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 Glenda Williamson Realty
512
513 License # 478.009645
514
515 Agency Address 333 E Pershing Rd
516
517 Decatur, IL 62526

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

518
519 Selling Broker Jennifer Miller
520
521 License # 475.186888
522
523 Phone # 217-232-7104
524
525 EMAIL Jennifer@GlendaWilliamson.com

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

Buyer **KN** Buyer **DM**

Seller **HC** Seller _____



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

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

Property Address: 12422 N Sparrow Ln
 City, State & Zip Code: Mt. Vernon IL 62864
 Seller's Name: Howard Chambliss

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 December 16th, 2022. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

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

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

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

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

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

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

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

Check here if additional pages used: _____

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

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

Seller: Howard Chambliss Date: 12/16/22

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: David Moir Date: 03/01/23 Time: _____

Prospective Buyer: Kim Nielsen Date: 03/01/23 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 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.

"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: 03/01/23

Seller: 
Howard Chambliss



ILLINOIS REALTORS® DISCLOSURE OF INFORMATION ON RADON HAZARDS (For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- (e) Purchaser has received copies of all information listed above.
- (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller	<u>Howard Chambliss</u>	Date	<u>12/14/22</u>
Seller	<u>Authenticator</u>	Date	_____
Purchaser	<u>Kim Nielsen</u>	Date	<u>03/01/23</u>
Purchaser	<u>David Moir</u>	Date	<u>03/01/23</u>
Agent	<u>CORY D. CAPPS</u>	Date	<u>12-16-22</u>
Agent	<u>Jennifer Miller</u>	Date	<u>03/01/23</u>

Property Address: 12422 N Sparrow Ln

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

REPAIR ADDENDUM

To Be Used Only in Conjunction with and Incorporated into the Residential Inspection Addendum
(For the Exclusive Use of Realtor® Members of the Central Illinois Board of Realtors®)

Contract Date: _____ Property: 12422 N Sparrow Mt Vernon IL _____
Buyer(s): Kim Nielsen _____ David Moir _____
Seller(s): Howard Chambliss _____

Part A: Buyer has had the above property inspected and hereby gives this Repair Addendum to Seller as defined in the Residential Inspection Addendum. Buyer asks that the following qualified defects, as noted in the inspection report, be addressed *(required)*:

Qualified Defect(s) shall not include exceptions as defined in the Residential Inspection Addendum

Buyer, within (5) five business days following inspections related to the Residential Inspection Addendum, chooses the following option: *(select one option or both options A2 and A3)*

- Option A1:** Buyer is satisfied with inspection. Delivery of inspection reports is not required. (The contingency is resolved.)
- Option A2:** Buyer requests satisfaction of Qualified Defect(s) listed below. Any repairs or replacements to which Seller agrees are to be completed at Seller's expense at least (5) five days prior to settlement. Seller, if competent to do so, may repair/replace requested items in a workmanlike manner or have the repairs/replacements made by a qualified and reputable contractor. **If requested by Seller, delivery of inspection reports required.**

Additional qualified defects continued on "Attachment to Repair Addendum" (check box if applicable)

- Option A3:** In lieu of repairing Qualified Defect(s) listed below, Buyer requests Seller to credit Buyer at settlement, the amount of \$ _____, which amount Buyer agrees to accept in lieu of repairs. **If requested by Seller, delivery of inspection reports required.** (Requested monetary settlement must be within reason.)

Additional qualified defects continued on "Attachment to Repair Addendum" (check box if applicable)

- Option A4:** Based on the Qualified Defect(s) listed below and a written statement verifying listed qualified defect(s) from a licensed or qualified professional in the field for which the professional is providing information, Buyer hereby declares this contract null and void and the earnest money shall be disbursed in accordance with paragraph 10 of this Contract. If requested by Seller, delivery of inspection reports required. (The contingency is resolved.)
Standing water in crawl space, no moisture barrier and widespread fungi growth is present. Sump pump is not able to keep up with the water or not functioning at all.

Additional qualified defects continued on "Attachment to Repair Addendum" (check box if applicable)

Authentisign
Kim Nielsen 03/07/2023
BUYER _____ DATE _____

BUYER _____ DATE _____

(If necessary, Repair Addendum - Continued on page 2)

REPAIR ADDENDUM – Continued

Contract Date: _____ Property: 12422 N Sparrow Mt Vernon IL

Part B: Seller, within (5) five business days from Buyers requests, responds as follows: (select one option or both options B2 and B3)

Option B1: Seller will satisfy the requests identified in Part A. (The contingency is resolved.)

Option B2: Seller declines Buyer's request in Part A, and makes the following counter proposal:

Additional qualified defects continued on "Attachment to Repair Addendum" (check box if applicable)

Option B3: Seller declines Buyer's request in Part A, and proposes in lieu of repairing defects listed below, Seller will credit Buyer at settlement the amount of \$ _____, which amount Buyer agrees to accept in lieu of the repairs.

Additional qualified defects continued on "Attachment to Repair Addendum" (check box if applicable)

Option B4: Seller declines to satisfy the Buyer's request in Part A. (Buyer shall respond in Part C)

Option B5: Seller declines to satisfy the Buyer's request in Part A and hereby declares this contract null and void and the earnest money shall be disbursed in accordance with paragraph 10 of this Contract. (The contingency is resolved.)

The Buyer, in Part A, listed the following items as defects, which are not Qualified Defects as defined in the "Inspection Addendum." Therefore, there is no contractual obligation to address these items.

Additional qualified defects continued on "Attachment to Repair Addendum" (check box if applicable)

Authentisign
Howard Chambliss

03/07/23

SELLER

DATE

SELLER

DATE

Reminder: Per the Residential Inspection Addendum. In the event Buyer and Seller are unable to agree upon any remedy as set forth in the Repair Addendum within (3) three business days after Seller's response (Part B) to Buyer's request (Part A), the Buyer shall notify Seller in writing of Buyer's intent to proceed to closing or declare the contract null and void and the earnest money shall be disbursed in accordance with Paragraph 10 of this Contract.

Part C: Buyer responds as follows: (select One)

Option C1: Buyer accepts Seller's proposal in Option B2 and/or B3. (The contingency is resolved.)

Option C2: Buyer does not accept Seller's proposal under Option B2 or B3 and makes a counter proposal as described in the "Attachment to Repair Addendum".

Option C3: Buyer accepts Seller's rejection in Option B4. (The contingency is resolved without satisfaction of Buyer's request.)

Option C4: Buyer hereby declares this contract null and void and the earnest money shall be disbursed in accordance with paragraph 10 of this Contract. (The contingency is resolved.)

BUYER

DATE

BUYER

DATE

Any additional responses to be completed on "Attachment to Repair Addendum"

MUTUAL RELEASE

(For the Exclusive Use of Realtor® Members of the Central Illinois Board of Realtors®)

This Mutual Release is attached to and made part of the Real Estate Purchase Contract for the property at

Property: 12422 N Sparrow Mt Vernon IL Contract Date: _____

1. This Mutual Release is effective as of the date last executed below by and among each and all of the following parties:

Buyer(s): Kim Nielsen David Moir

Seller(s): Howard Chambliss

This Mutual Release is made in consideration of the following:

- Each of the parties acknowledges that, pursuant to said contract, they have undertaken certain obligations to each other; and
- Each of the parties desires to terminate said obligations and declares the Real Estate Purchase Contract null and void; and
- Buyer has paid the sum of \$ 2,000.00 in earnest money to escrow agent, pursuant to the provisions of the Real Estate Purchase Contract.

2. The escrow agent is hereby directed to distribute earnest money as follows:

\$ \$2,000 to Buyer

\$ _____ to Seller

and/or to apply funds from earnest money for unpaid expenses incurred as a part of this transaction, (including but not limited to: Real Estate Brokers, Title Companies, Surveyors, Inspectors, Lenders, Appraisers, specifically named below):

\$ _____ to _____

\$ _____ to _____

3. In consideration of the mutual promises and agreements herein, each of the parties hereby releases the other, their heirs, executors, administrators, successors or assigns, salespersons, agents, brokers, licensees, employees, shareholders, partners, officers and directors, or any of them, from all sums of money, accounts, claims, and demands relating to the Real Estate Purchase Contract up to the effective date of this Mutual Release and the said parties, and each of them, do hereby acknowledge the Real Estate Purchase Contract to be null and void (terminated).

This Mutual Release does not affect rights, claims, or defenses of any party against any third party not executing this Mutual Release.

This Mutual Release supersedes all prior negotiations and agreements between the parties hereto. The parties have made no representations, warranties, or agreements other than those contained in this Mutual Release.

Authentisign
Kim Nielsen
Buyer Signature Kim Nielsen

03/07/2023
Date

Authentisign
Howard Chambliss
Seller Signature Howard Chambliss

03/07/23
Date

Buyer Signature David Moir Date

Seller Signature _____ Date



QUAD COUNTY HOME INSPECTIONS INC.- FIELD REPORT

ROOF (R)	
1. Roof style:	<input type="checkbox"/> Hip <input checked="" type="checkbox"/> Gable <input type="checkbox"/> Flat/low slope <input type="checkbox"/> Mansard/shed
2. Method of inspection?	<input type="checkbox"/> Walked <input type="checkbox"/> Sat on eaves <input type="checkbox"/> From ground <input checked="" type="checkbox"/> Drone
3. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> #1 Roof Type *	<input checked="" type="checkbox"/> Asphalt/composition <input type="checkbox"/> Wood shakes <input type="checkbox"/> Wood shingles <input type="checkbox"/> Roll composition
4. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> #2 Roof Type *	<input type="checkbox"/> Slate <input type="checkbox"/> Metal <input type="checkbox"/> Clay/concrete
5. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> #3 Roof Type *	
6. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> # of layers	<input checked="" type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three
7. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Flashing	
8. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Age of roof	<input type="checkbox"/> Five or less <input type="checkbox"/> Ten or less <input checked="" type="checkbox"/> Between or less <input type="checkbox"/> Twenty or less <input type="checkbox"/> Over twenty
9. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Roof Penetrations (vents, fans, etc)	
10. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Skylights	
* Design Life as follows: Asphalt-15 to 25 yrs. Wood Shakes and Shingles-20 to 30 yrs. Slate-50+ yrs. Clay/Concrete-30 to 50 yrs.	
COMMENTS: Tar over vent pipe on rear of roof. Unsure of reason. Recommend further evaluation and repairs as deemed necessary by plumbing and roofing contractors. Some moss growth on shingles. This can shorten lifespan of shingles. Recommend using moss control treatment product to kill moss.	
ATTIC (A)	
1. Method of inspection	Entered Attic <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Reason if not entered:	
3. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Roof Framing	<input checked="" type="checkbox"/> Stick framed <input type="checkbox"/> Trusses <input checked="" type="checkbox"/> Truss in center <input checked="" type="checkbox"/> Truss in corner <input type="checkbox"/> H clips present
4. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Sheathing	<input checked="" type="checkbox"/> Plywood / OSB <input type="checkbox"/> 1x12 <input type="checkbox"/> Skip sheathing <input type="checkbox"/> Unable to detect
5. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Ventilation	<input checked="" type="checkbox"/> Gable <input type="checkbox"/> Ridge cap <input checked="" type="checkbox"/> Soffit <input type="checkbox"/> Mechanical
6. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Insulation	Is there a minimum of 11 inches <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No if no recommend adding insulation
7. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Attic Fan	
8. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Whole House Fan	
9. Evidence of on going water penetration?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
COMMENTS: Roof framing 16inch spacing above house. Roof trusses 2ft spacing over garage. No signs of moisture intrusion.	
STRUCTURES (S)	
1. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Foundation	<input checked="" type="checkbox"/> Poured concrete <input type="checkbox"/> Block <input type="checkbox"/> Brick <input type="checkbox"/> Stone
2. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Beams	<input type="checkbox"/> Steel <input checked="" type="checkbox"/> Wood
3. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Beating Walls	
4. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Joists / Floor / ceiling Construction	<input checked="" type="checkbox"/> Trusses <input checked="" type="checkbox"/> Framing
5. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Piers / Posts Construction	<input type="checkbox"/> Wood <input checked="" type="checkbox"/> Block <input type="checkbox"/> Steel
6. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Floor / Slab	Carpet, floor covering over slab <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Hand Rails	
8. Any Potential Structural Concerns? (Cracks, Water Infiltration, Temporary Probs, Sloping Floors, Bracing, Post/loads)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. Is a Structural Engineering evaluation necessary?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
COMMENTS: Some moisture damage has occurred to band board at truss/beam perimeter. Unable to view full extent due to foam board insulation covering most of band board. See comments under crawl/space section. Recommend adding handrail for upper part of stairs leading to second level.	



QUAD COUNTY HOME INSPECTIONS INC.-FIELD REPORT

GARAGE / CARPORT (G/C)	
1. <input checked="" type="checkbox"/> Garage <input type="checkbox"/> Carport <input type="checkbox"/> None	<input type="checkbox"/> Attached <input type="checkbox"/> Detached number of spaces <input type="checkbox"/> One <input type="checkbox"/> Two <input checked="" type="checkbox"/> Three+
2. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Door Operation	
3. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Automatic Door Opener	
4. Auto reverse installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Auto reverse properly working?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Condition (Structural, roof, electrical, etc)	
7. One hour fire block present?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
COMMENTS:	





Condition (structural, roof, electrical, etc)

7. Out hour for block present? Yes No

COMMENTS: Fungi growth on garage walls. Recommend treatment to kill fungi. Some damage to foam board insulation on insides of garage doors. The two west most garage doors have automatic garage doors openers which are operating correctly. The east most garage door is operational manually.

BASEMENT (B)

1. Sump Pump Discharge Point acceptable Yes No

2. Floor

3. Heat

4. Evidence of ongoing water penetration? (stains, moisture, etc) Yes No If yes describe in comments.

5. Approx. area of basement that is treated / covered: 0% 25% 50% 75% 100%

6. Bathrooms / Bedrooms in basement: Yes No

7. Emergency egress: Yes No

8. Plumbing Modifications: Yes No

COMMENTS: N/A

CRAWL SPACE (CS)

1. Method of inspection: Entered Yes No If no, reason not entered:

2. Floor Cranes Stairs

3. Moisture barrier in place

4. Access

5. Evidence of ongoing water penetration? (Stains, moisture, etc) Yes No If yes describe (See comments page)

6. Ventilation

COMMENTS: Much standing water in crawlspace. This is due to grade to crawlspace is lower than outside grade. No moisture barrier in crawlspace and widespread fungi growth is present. Sump pump in good at crawlspace entrance is not getting water out of crawlspace. Recommend taking steps to dry crawlspace, installation of brail or thicker plastic moisture barrier and treatment to kill fungi once crawlspace is dried.



QUAD COUNTY HOME INSPECTIONS INC.-FIELD REPORT

ELECTRICAL (E)

1. Amps: 100 125 200 Volts: 120/240v Ground protection: GFCIs Fuses

2. Service Cable overhead underground Is there three conductors? Yes No

3. Panel Location: east wall utility room

4. Sub Panel Location: north wall garage

5. Branch Circuits Breaker type proper amp rating? Yes No

6. Ground

7. Wire Conductor

8. GFI/AFI

9. Smoke and Carbon Monoxide detectors

10. Is the size of the incoming electrical service adequate to meet the needs of the dwelling? Yes No

11. Aluminum or Kynar and Twp wiring present? Yes No If Yes, Explain:

12. Electrician's evaluation needed? Yes No If Yes a licensed electrician to examine the wiring and protection devices in the panel and make repairs or modifications as required.

COMMENTS: Wires feeding outdoor outlet toward north and rear and wires feeding power to outside condensing unit at middle rear are not inside of conduit. Recommend putting these wires inside of conduit. GFI protection is present and operational for bathrooms outlets, and for outlets directly to the left and right of kitchen sink. Recommend adding GFI protection for remainder of outlets above kitchen sink countertop, for outlets above utility sink, for garage outlets, and for outdoor outlets. Outlet on east wall of kitchen has open ground. Outlet on west wall in dining room has open neutral. Outlets on south and west walls in utility room, all sunroom outlets, outlet to left of sink in main level bath, all outlets in main level NE bedroom, all outlets on second level except the one in bathroom, and all garage outlets except for the one on north wall have polarity reversed. Recommend repairs. Electrical splices toward north and end of crawlspace is not inside junction box. Recommend that all electrical connections be made inside boxes with covers installed. Smoke and carbon monoxide detectors on main level are operational. Recommend adding working smoke and carbon monoxide detectors within 15ft of bedrooms on second level.

HEATING SYSTEM (HS)

1. Primary (Type): Forced air Boilers Heat pump Boiler Radiant Wood

2. Additional (Type): Forced air Boilers Heat pump Boiler Radiant Wood

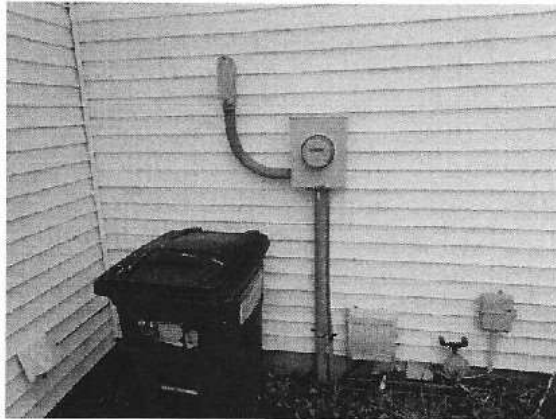
3. Fuel(s): Natural gas Electric Propane Oil Coal / wood

4. Primary Operation

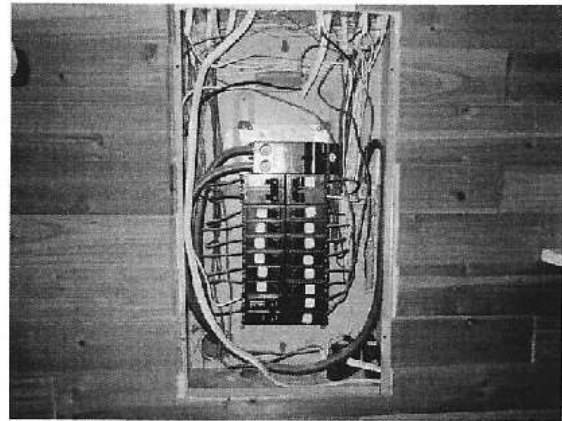


Property Address:

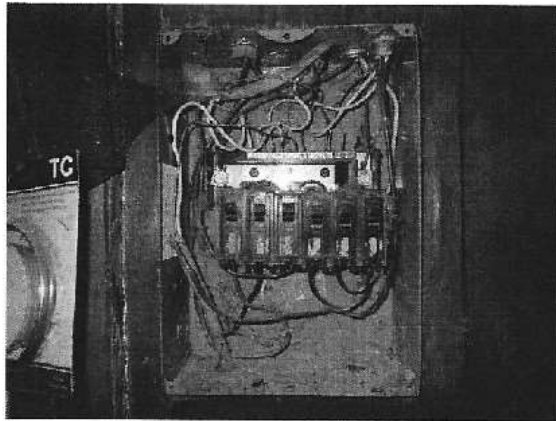
12422 N Sparrow Lane, Mt Vernon, IL 62864



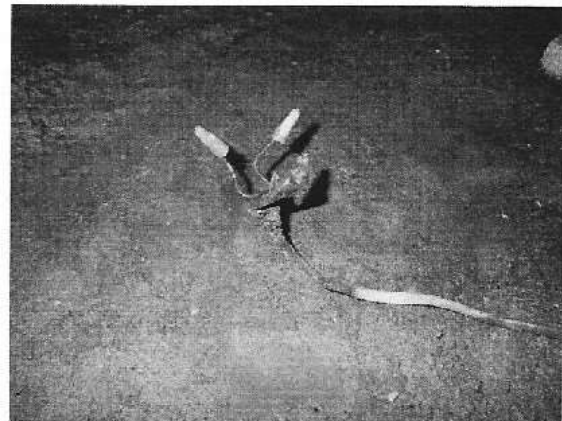
Underground electrical service entrance.



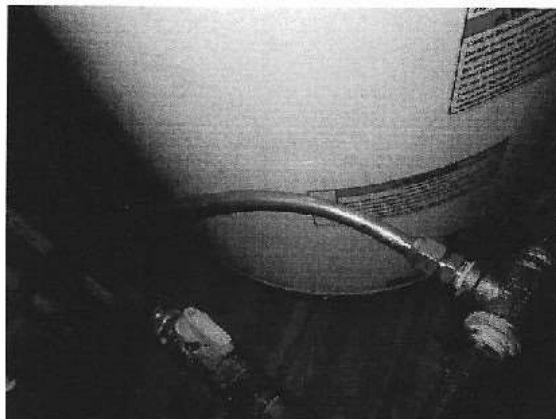
200 Amp panel on east wall utility room.



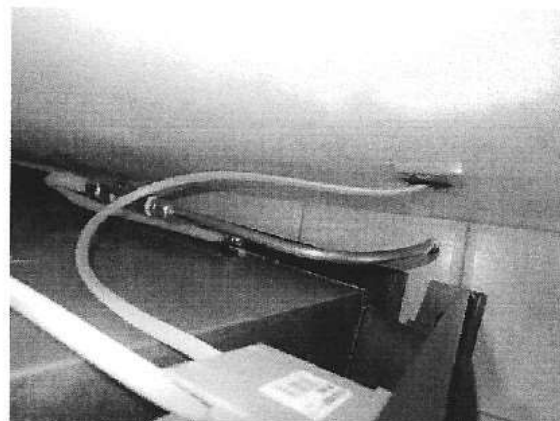
Subpanel at north wall in garage.



Electrical splice toward north end crawlspace not in box.



Flexible copper gas lines goes to water heater. Recommend using black iron for this purpose.

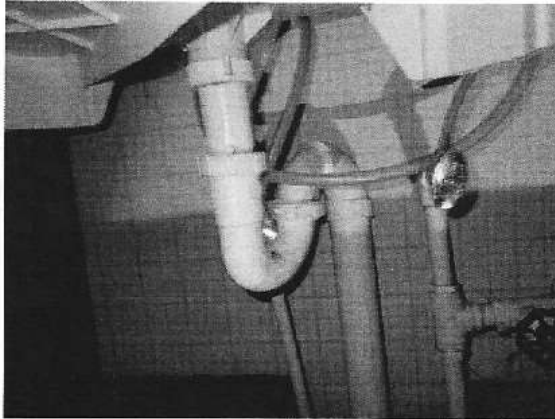


Inspection Type:
Home

Inspection Date:
3-7-23

Property Address:

12422 N Sparrow Lane, Mt Vernon, IL 62864



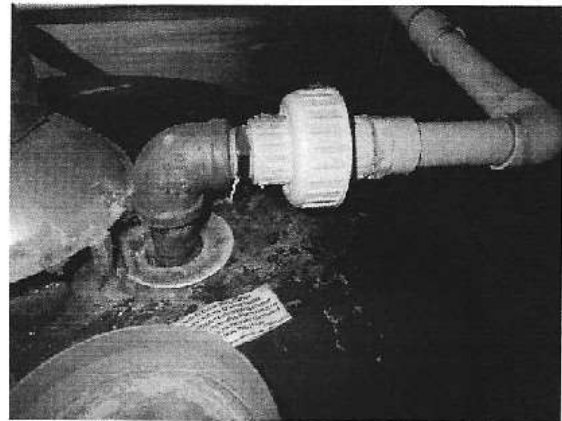
S-trap under utility sink.



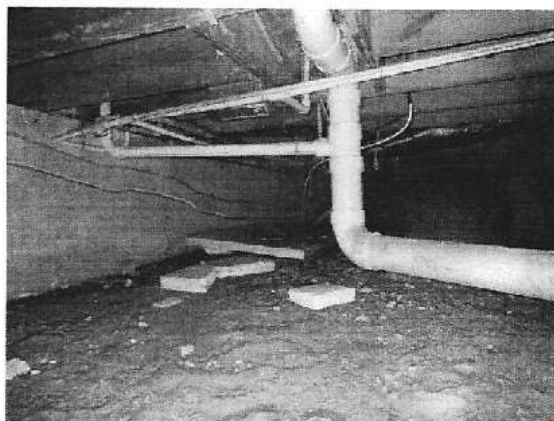
Whirlpool 40gal MFD 06/2011



Right side of kitchen sink drain is leaking.



Leaking water line and rust on top of water heater



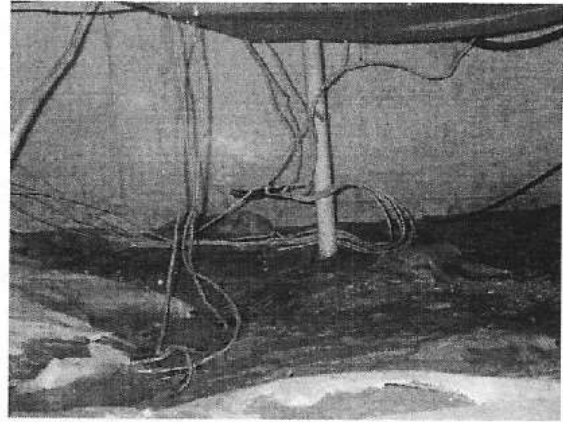
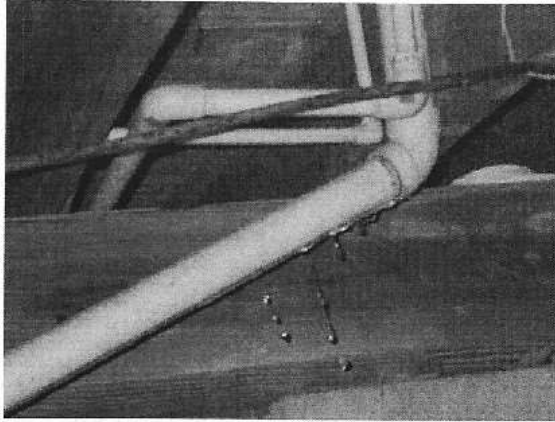
Plumbing views in crawlspace.

Inspection Type:
Home

Inspection Date:
3-7-23

Property Address:

12422 N Sparrow Lane, Mt Vernon, IL 62864



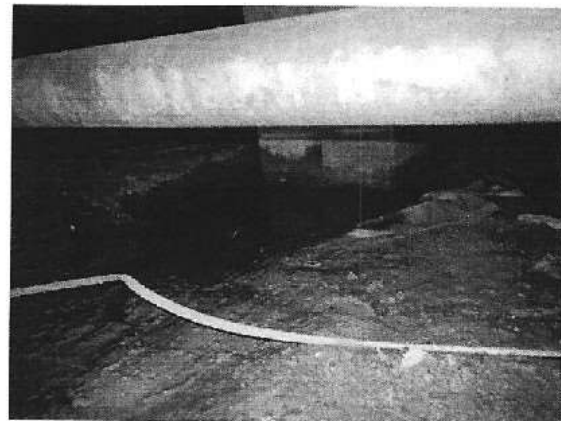
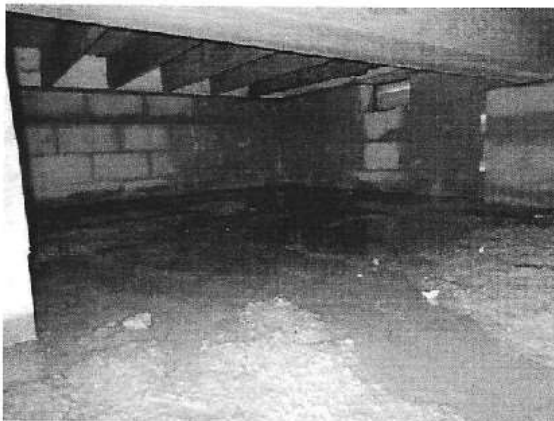
Leaking drain line toward north end of crawlspace. Main water entrance toward south end of crawlspace.



Main water shutoff at east wall utility room.



Sump pump in mud at crawl entrance.



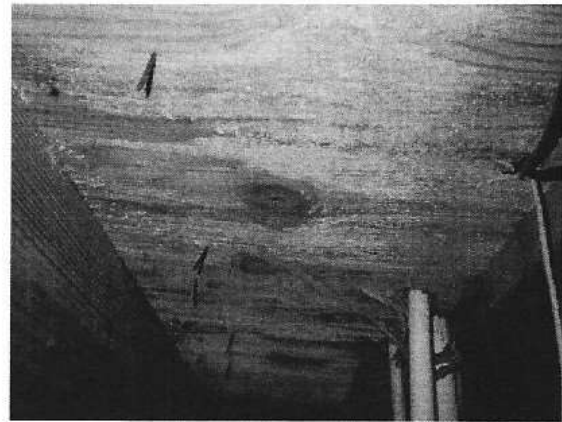
Much standing water in crawlspace.

Inspection Type:
Home

Inspection Date:
3-7-23

Property Address:

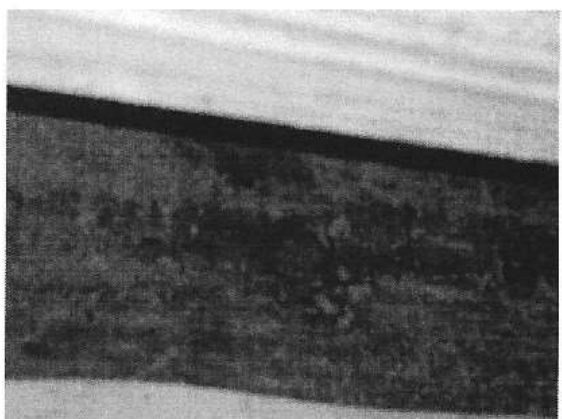
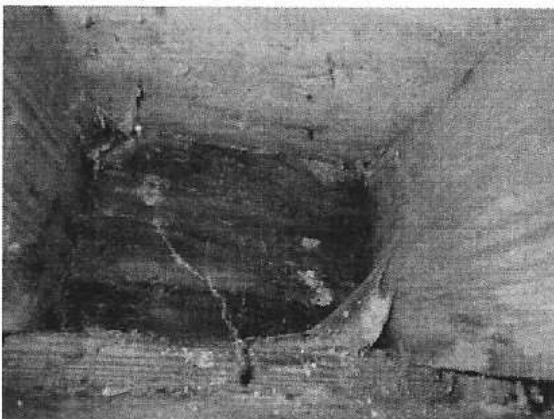
12422 N Sparrow Lane, Mt Vernon, IL 62864



Widespread fungi growth in crawlspace.



Crawlspace views. No moisture barrier in crawlspace.



Some moisture damage to band board at crawlspace perimeter.

Inspection Type:
Home

Inspection Date:
3-7-23



Rapid Mold Removal
2556 Alamo Dr, Suite 50
Lansing, MI 48911
Phone: (618) 649-0632
Fax: (800) 207-5685

Invoice #: 98750

Day: Tuesday
Date: April 4, 2023

Howard Chambliss
12422 N Sparrow Ln
Mount Vernon, Illinois 62864

Hello Howard:

On the next page is the invoice for the mold removal services that we recently performed at 12422 N Sparrow Ln.

Please remit payment at your earliest convenience. Please reference job number 98750 with your payment.

You can pay your bill by calling our payment processing center at (618) 649-0632.

We appreciate your business!

Rapid Mold Removal
(618) 649-0632



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

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

Property Address: 12422 N Sparrow Ln

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

Seller's Name: Howard Chambliss

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 December 16th, 2022. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

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

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

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

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

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

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

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

Check here if additional pages used: _____

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

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

Seller: Howard Chambliss Date: 12/16/22

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: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

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

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

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

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

"Seller" means every person or entity who:

- (1) is a beneficiary of an Illinois land trust; or
- (2) has an interest, legal or equitable, in residential 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.

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

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

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

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

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. As used in this paragraph, "trust" includes an Illinois land trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure report furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of existing residential real property.

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

Section 25. Liability of seller.

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

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

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

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

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

Section 40. Material defect.

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

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

(i) the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller; (ii) the material defect is not repairable prior to closing; or (iii) the material defect is repairable prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.

(c) The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set forth

in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55.

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

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

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

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

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

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

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

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

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

Date provided to Buyer: _____

Seller:  _____

Howard Chambliss



ILLINOIS REALTORS®

RESIDENTIAL PROPERTY OWNER RELEASE FORM

ILLINOIS CONCEALED CARRY FIREARM CONSENT

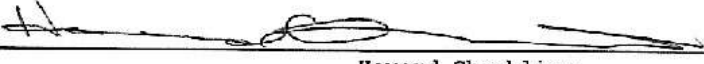
Pursuant to the Illinois Firearm Concealed Carry Act, a residential property owner has the right to determine whether a person may carry a concealed firearm onto an owner's property. The purpose of this Illinois Concealed Carry Firearm Consent form is to ensure that your Brokerage Company, hereinafter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

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

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

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

Property Address: 12422 N Sparrow Ln Mt. Vernon IL 62864

Seller: 
Howard Chambliss

Seller: _____

Date: 12/18/22

Property Address

Title Company

Water

Electric

Gas

Trash

Sewer

Internet

Roof Age

HVAC Age

Water Heater Age

Updates

HOWARD

CITY

TCEC

LP - LEASED HARPER

~~0~~

AERATOR - 2022

SPECTRUM

~ 10 Yr

2010

2011

NEW CARPET - 2022 , GAS FP - 2022

SUMP PUMP IN CRAWL

06-34-302-012

BUILDING RECORD, RESIDENTIAL - RURAL

CONSTRUCTION SPECIFICATIONS AND BUILDING RECORD										REMODELED		YR. BLT.		ADJ.		AGE							
INTERIOR FINISH										NH		AMOUNT \$											
MEMO																							
<p>OCCUPANCY</p> <p>1 Vac 2 Dwel. 3 Oth. 4 Mobil. 5 Home 6 A. 7 Summer Act.</p> <p>LIVING ACCOMMODATIONS</p> <p>Total Rms. 8 Bed Rms. 4 Family Rm.</p> <p>FOUNDATION</p> <p>MAS WALL 1 FULL 2 PART 3 CRAWL 4 SLAB</p> <p>BASEMENT</p> <p>1 AREA Without Bsm't 2 Sq. Ft.</p> <p>HEATING</p> <p>1 None 2 Central 3 Hydron. 4 Other</p> <p>PLUMBING</p> <p>Standard ✓ Bathroom ✓ Toilet Room ✓ Sinks/Lavatory Water Closet ✓ Total Plumbing PTS 3</p> <p>1 None 2 Unfin. 3 Part 4 Full</p> <p>% FINISHED</p> <p>WALLS Frame/Sheets/Alum. Siding ✓ Concrete Block ✓ Brick/Stone ✓ Other ✓</p> <p>ROOF</p> <p>Shingle-Asphalt/Asbestos/Wood ✓ Slate/Tile ✓ Composition ✓ Other ✓</p> <p>FLOORS</p> <p>Concrete ✓ Wood ✓ Tile ✓ Carpet ✓ Wd/Stl. Frame ✓</p>										<p>1 2 3</p> <p>1 2 3</p>		<p>1 2 3</p> <p>1 2 3</p>		<p>1 2 3</p> <p>1 2 3</p>		<p>1 2 3</p> <p>1 2 3</p>		<p>1 2 3</p> <p>1 2 3</p>					
<p>FEATURES</p> <p>Plstr/Drywall Fiberboard Paneling</p> <p>FEATURES</p> <p>Pl. Msy Walls Finished Basements Fireplaces Integral Garage Attached Garage</p>										<p>Sq. Ft.</p> <p>Quality</p>		<p>Type</p> <p>Com. 1 Ind. 2 Art. 3</p>		<p>Porch</p> <p>Porch</p> <p>Wd. Deck</p> <p>Addition</p> <p>Addition</p>		<p>296 S.F.</p> <p>672 S.F.</p> <p>S.F.</p> <p>S.F.</p> <p>S.F.</p> <p>S.F.</p> <p>S.F.</p>		<p>OFF2 EMP3 EMP4 2-Sty5</p> <p>OFF1 EMP2 EMP3 EMP4 2-Sty5</p> <p>OFF1 EMP2 EMP3 EMP4 2-Sty5</p> <p>Wood Dk6</p> <p>Frm1 Msy.2 2-Sty3</p> <p>Frm1 Msy.2 2-Sty3</p>		<p>Basement</p> <p>Heating</p> <p>Schl. Comb</p> <p>Plumbing</p> <p>Attic</p> <p>Addn's</p> <p>Porch</p> <p>Attch. Garage</p> <p>Total</p> <p>Grade</p> <p>Total</p> <p>Other Features</p> <p>PT Msnry Walls</p> <p>Fireplace</p> <p>Finished Basement</p> <p>Total</p> <p>C x D</p> <p>NH x AP</p> <p>Replacement Value</p> <p>EFF. AGE</p> <p>DEPS. 7</p> <p>Full Value</p>		<p>1/2 STY FR</p> <p>STY</p> <p>Constr.</p> <p>Constr.</p> <p>Sq. Ft.</p> <p>Sq. Ft.</p>	
<p>ADDED 2007</p> <p>12 SUNROOM 14 1252 140</p> <p>32</p> <p>115FR C</p> <p>1672 1000</p> <p>+ 768 upper 32</p> <p>24140</p> <p>14</p> <p>40</p> <p>18 OFF 37 296</p>										<p>28</p> <p>24</p> <p>32</p> <p>768</p> <p>15FR GARAGE 24</p> <p>28</p>		<p>PATIO</p> <p>672</p> <p>1672</p> <p>768</p> <p>Garage</p>		<p>28</p> <p>24</p> <p>32</p> <p>768</p> <p>15FR GARAGE 24</p> <p>28</p>		<p>28</p> <p>24</p> <p>32</p> <p>768</p> <p>15FR GARAGE 24</p> <p>28</p>		<p>28</p> <p>24</p> <p>32</p> <p>768</p> <p>15FR GARAGE 24</p> <p>28</p>		<p>28</p> <p>24</p> <p>32</p> <p>768</p> <p>15FR GARAGE 24</p> <p>28</p>			
<p>SUMMARY OF OTHER BUILDINGS</p> <p>Type No. Construction Size Rate Grade AGE</p> <p>15FR SUNROOM 12X14 168 2007</p>										<p>15FR SUNROOM</p> <p>12X14</p> <p>168</p> <p>2007</p>		<p>15FR SUNROOM</p> <p>12X14</p> <p>168</p> <p>2007</p>		<p>15FR SUNROOM</p> <p>12X14</p> <p>168</p> <p>2007</p>		<p>15FR SUNROOM</p> <p>12X14</p> <p>168</p> <p>2007</p>		<p>15FR SUNROOM</p> <p>12X14</p> <p>168</p> <p>2007</p>		<p>15FR SUNROOM</p> <p>12X14</p> <p>168</p> <p>2007</p>			

*To pay online: Go To - paytaxes.us/il_jefferson OR by phone at 844-924-2100

BOB WATT - JEFFERSON COUNTY COLLECTOR

OFFICE HOURS 8:00 AM-4:00 PM
MONDAY-FRIDAY PHONE 618-244-8010

TIF EAV	PAY	INDEX NUMBER	CLASS CODE	TAXES FOR		TAX CODE	
	2021 2022	06-34-302-012	0040	REAL ESTATE TAX BILL		77127	
1977 QUATIZED	1	TAXING BODY	CURRENT YEARS RATE	% OF TOTAL	CURRENT YEARS TAX	INCREASE/DECREASE	PENSION AMOUNT
SENIOR CAP BASE		JEFFERSON COUNTY	0.683560	8.25%	266.76	1.08	75.72
PRIOR YEAR TAX		SEILOH TOWNSHIP	0.116620	1.40%	45.50	-1.90	1.92
FAIR CASH VALUE	3,003.10	SEILOH ROAD	0.228820	2.76%	89.28	-3.72	2.14
ACRES OF LAND	1.30	W'LAWN RD209-GRADE ONLY	3.432690	41.45%	1,339.40	242.12	78.88
ACRES OF FARMLAND	1.30	MT VERNON HI H201	2.570240	31.03%	1,002.88	-7.12	48.41
LAND VALUE	1,967	REND LAKE CO JC521	0.598310	7.22%	233.46	-3.52	4.99
+ BUILD. AND IMPROV.	43,742	REND LAKE CONS DIS	0.054430	0.65%	21.24	0.44	4.83
- HOME IMP/ENTERPRISE		JEFFERSON FIRE DIS	0.396790	4.79%	154.82	0.48	33.81
+ TOTAL VALUE	45,709	C E BREHM MEM LIBR	0.199860	2.41%	77.98	0.36	4.14
X MULTIPLIER	0.9849						

If you have questions regarding the following please call:

Name/address change/assessments Supervisor of Assessments 618-244-8016
Lost bill/payment information County Collector/Treasurer 618-244-8010
Tax rates/redemptions County Clerk 618-244-8020

**PREPAY CUSTOMERS PAY IN OFFICE OR CALL 618-244-8010

= EQUAL ASSIGNED VALUE	45,019	1ST DUE DATE	09-09-2022	2ND DUE DATE	11-09-2022
- SENIOR CAP EXEMPTION		1ST INSTALLMENT	1,615.66	2ND INSTALLMENT	1,615.66
- OWNER OCC EXEMPTION	6,000	INTEREST		COSTS	
- HOMESTEAD		FIRST INSTALLMENT PAID	08/17/2022	SECOND INSTALLMENT PAID	08/17/2022
+ DISABLED/VETERANS		Paid	1,615.66	Paid	1,615.66
- RETURNING VETERANS		Due	0.00	Due	0.00
+ FARMLAND					
+ FARM BUILDINGS					
= NET TAXABLE	39,019				
X RATE	8.281420				
= CURRENT TAX	3,231.32				
+ BACKTAX					
= TOTAL TAX	3,231.32	AMOUNT COLLECTED	1,615.66	AMOUNT COLLECTED	1,615.66

BILLING ADDRESS
CHAMBLISS, HOWARD & DONNA
12422 N SPARROW LN
MT VERNON IL 62864

PROPERTY ADDRESS
12422 N SPARROW LN
MT VERNON IL 62864

OWNER'S NAME
CHAMBLISS, HOWARD & DONNA

LEGAL DESCRIPTION 2S 2E
BARNARDS FIRST SUB
LOT 1 & 60.01' LYG S & ADJ

Book Page Date / /

DUE DATE 09-09-2022	PAY TO: BOB WATT COUNTY COLLECTOR 100 S. 10TH STREET, RM 100 MT VERNON, IL 62864	DUE DATE 11-09-2022	PAY TO: BOB WATT COUNTY COLLECTOR 100 S. 10TH STREET, RM 100 MT VERNON, IL 62864
1ST INS. 1,615.66		2ND INS. 1,615.66	



INDEX #	BACK TAX	FIRST 2021 INSTALLMENT	INDEX #	SECOND 2021 INSTALLMENT
06-34-302-012		<input type="checkbox"/> CHECK <input type="checkbox"/> CASH	06-34-302-012	<input type="checkbox"/> CHECK <input type="checkbox"/> CASH
	AMOUNT COLLECTED	YOUR CANCELLED CHECK IS YOUR RECEIPT		YOUR CANCELLED CHECK IS YOUR RECEIPT
			INTEREST	AMT COLLECTED
			COSTS	

1

06-34-302-012 4624
CHAMBLISS, HOWARD & DONNA
12422 N SPARROW LN
MT VERNON IL 62864

Paid 1,615.66
Due 0.00

2

06-34-302-012 4624
CHAMBLISS, HOWARD & DONNA
12422 N SPARROW LN
MT VERNON IL 62864

Paid 1,615.66
Due 0.00

Coupon MUST accompany payment IF NOT PAID ONLINE OR BY PHONE
if not a \$3 missing bill fee will apply

Coupon MUST accompany payment IF NOT PAID ONLINE OR BY PHONE
if not a \$3 missing bill fee will apply

**To pay online: Go To - paytaxes.us/il_jefferson OR by phone at 844-924-2100*

BOB WATT - JEFFERSON COUNTY COLLECTOR

OFFICE HOURS 8:00 AM-4:00 PM
MONDAY-FRIDAY PHONE 618-244-8010

TIF EAV	PAY	INDEX NUMBER	CLASS CODE	TAXES FOR			TAX CODE
	2021 2022	06-34-302-014	0030	REAL ESTATE TAX BILL			77127
1977 EQUALIZED	1	TAXING BODY	CURRENT YEARS RATE	% OF TOTAL	CURRENT YEARS TAX	INCREASE/DECREASE	PENSION AMOUNT
SENIOR CAP BASE		JEFFERSON COUNTY	0.683660	8.25%	21.82		6.19
PRIOR YEAR TAX	246.58	SHILOH TOWNSHIP	0.116620	1.40%	3.72	-0.18	0.15
FAIR CASH VALUE	9,579	SHILOH ROAD	0.228820	2.76%	7.30	-0.34	0.17
ACRES OF LAND		W'LAWN EU209-GRADE ONLY	3.432690	41.45%	109.60	19.52	6.45
ACRES OF FARMLAND		MT VERNON HI H201	2.570240	31.03%	82.06	-0.86	3.96
LAND VALUE	3,242	REND LAKE CO JC521	0.598310	7.22%	19.10	-0.36	0.40
- BUILD. AND IMPROV.		REND LAKE CONS DIS	0.054430	0.65%	1.74	0.04	0.39
- HOME IMP./ENTERPRISE		JEFFERSON FIRE DIS	0.396790	4.78%	12.66	-0.02	2.76
= TOTAL VALUE	3,242	C E BREHM MEM LIBR	0.199860	2.41%	6.38		0.33
X MULTIPLIER	0.9849						

If you have questions regarding the following please call:
 Name/address change/assessments Supervisor of Assessments 618-244-8016
 Lost bill/payment information County Collector/Treasurer 618-244-8010
 Tax rates/redemptions County Clerk 618-244-8020

****PREPAY CUSTOMERS PAY IN OFFICE OR CALL 618-244-8010**

- HOMESTEAD	1ST DUE DATE 09-09-2022	2ND DUE DATE 11-09-2022
+ DISABLED/VETERANS	1ST INSTALLMENT 132.19	2ND INSTALLMENT 132.19
- RETURNING VETERANS	INTEREST	COSTS
+ FARMLAND	FIRST INSTALLMENT PAID 08/17/2022	SECOND INSTALLMENT PAID 08/17/2022
+ FARM BUILDINGS	Paid 132.19	Paid 132.19
= NET TAXABLE	Due 0.00	Due 0.00
X RATE		
= CURRENT TAX		
+ BACKTAX		
= TOTAL TAX	AMOUNT COLLECTED 132.19	AMOUNT COLLECTED 132.19

BILLING ADDRESS
 CHAMBLISS, HOWARD E & DONNA
 12422 N SPARROW LN
 MT VERNON IL 62864

PROPERTY ADDRESS
 N SPARROW LN
 MT VERNON IL 62864

OWNER'S NAME
 CHAMBLISS, HOWARD E & DONNA

LEGAL DESCRIPTION
 2S 2E
 BARNARD'S 1ST SUB
 O.L. 1 (EX N70')

Book Page Date / /

DUE DATE 09-09-2022	PAY TO: BOB WATT COUNTY COLLECTOR 100 S. 10TH STREET, RM 100 MT VERNON, IL 62864	DUE DATE 11-09-2022	PAY TO: BOB WATT COUNTY COLLECTOR 100 S. 10TH STREET, RM 100 MT VERNON, IL 62864
1ST INS. 132.19		2ND INS. 132.19	



INDEX #	BACK TAX	FIRST 2021 INSTALLMENT	INDEX #	SECOND 2021 INSTALLMENT
06-34-302-014		<input type="checkbox"/> CHECK <input type="checkbox"/> CASH	06-34-302-014	<input type="checkbox"/> CHECK <input type="checkbox"/> CASH
	AMOUNT COLLECTED	YOUR CANCELLED CHECK IS YOUR RECEIPT		YOUR CANCELLED CHECK IS YOUR RECEIPT
INTEREST			INDEMNITY	
			INTEREST	AMT COLLECTED
			COSTS	

1 Paid 132.19
 06-34-302-014 4624 Due 0.00
 CHAMBLISS, HOWARD E & DONNA
 12422 N SPARROW LN
 MT VERNON IL 62864

2 Paid 132.19
 06-34-302-014 4624 Due 0.00
 CHAMBLISS, HOWARD E & DONNA
 12422 N SPARROW LN
 MT VERNON IL 62864

Coupon MUST accompany payment IF NOT PAID ONLINE OR BY PHONE
 if not a \$3 missing bill fee will apply

Coupon MUST accompany payment IF NOT PAID ONLINE OR BY PHONE
 if not a \$3 missing bill fee will apply

153-004
12

BARNARD'S 1ST SUB. 302-013

302-014

EARNARD'S 1ST SUB. 313

302-012
13

302-002
1

301-002
1

301-002
1





CAPITAL AREA REALTORS®
EGYPTIAN BOARD OF REALTORS®
PEORIA AREA ASSOCIATION OF REALTORS®
QUAD CITY AREA REALTORS®

LISTING CONTRACT

EXTENSION/CHANGE AMENDMENT



Pursuant to the Listing Contract between the undersigned Owner & Listing Company, this amendment changes the status or price, as described below, and/or extends the contractual period, as originally agreed upon, to the date listed below.

Date: 04/04/2023 MLS #: EB447287

Address: 12422 N SPARROW Lane City: Mt Vernon

Listing Price: \$ 250,000.00 Present Status: Temp off market

Listing Agent Name: CORY D CAPPS

EXTEND (TO) Date: _____

PRICE CHANGE \$ _____

WITHDRAW (REMOVE FROM MLS - CONTRACT CANCELLED)
*RESTRICTED TO MANAGING BROKER/OFFICE STAFF ADMIN ONLY

Date: _____

Managing Broker Signature Required Date

BACK ON MARKET (FROM)

Pending

Expired - Extend to: _____
Date

Temporary Off Market

PENDING / PENDING STILL SHOW
(SELLER MUST READ & INITIAL APPROPRIATE PARAGRAPH)
<Select One>

PENDING SELLER(S) INITIALS _____

With the accepted offer on my property, I direct the agent to change the status to PENDING. It will NOT be available for showings prior to closing.

PENDING CONTINUE TO SHOW
SELLER(S) INITIALS _____

With the accepted offer on my property, I direct the agent to change the status to PENDING CONTINUE TO SHOW; understanding we will allow showings for the purpose of attracting back up offers until the inspections are completed, and any repairs negotiated, or other unresolved contingencies are satisfied. At that time, unless advised otherwise, we will no longer entertain showings and understand the property will be placed in a PENDING status. We understand (repeatedly) denying showings will automatically deem the property ineligible for the PCS status; with the property placed in the Pending status.

CONTRACT DATE: _____

PROPOSED CLOSING DATE: _____

SELLING AGENT: _____

SELLING COMPANY: _____

MISCELLANEOUS CHANGES:

Howard Chambliss 04/04/2023

OWNER'S SIGNATURE (REQUIRED)

OWNER'S SIGNATURE (REQUIRED)

Authentisign
CORY D CAPPS 04/04/2023

BROKER/DESIGNATED AGENT SIGNATURE

CAPPS REALTY
COMPANY NAME

CORY D CAPPS



CAPITAL AREA REALTORS®
EGYPTIAN BOARD OF REALTORS®
FCORIA AREA ASSOCIATION OF REALTORS®
QUAD CITY AREA REALTORS®



LISTING CONTRACT EXTENSION/CHANGE AMENDMENT

Pursuant to the Listing Contract between the undersigned Owner & Listing Company, this amendment changes the status or price, as described below, and/or extends the contractual period, as originally agreed upon, to the date listed below.

Date: 04/02/2023 MLS #: EB447287
Address: 12422 N SPARROW Lane City: Mt Vernon
Listing Price: \$ 250,000.00 Present Status: Active
Listing Agent Name: CORY D CAPPS

EXTEND (TO) Date: _____

PRICE CHANGE \$ _____

WITHDRAW (REMOVE FROM MLS - CONTRACT CANCELLED)
*RESTRICTED TO MANAGING BROKER/OFFICE STAFF ADMIN ONLY

Date: _____

Managing Broker Signature Required Date

BACK ON MARKET (FROM)

- Pending
- Expired - Extend to: _____
Date
- Temporary Off Market

PENDING / PENDING STILL SHOW
(SELLER MUST READ & INITIAL APPROPRIATE PARAGRAPH)
<Select One>

PENDING SELLER(S) INITIALS _____

With the accepted offer on my property, I direct the agent to change the status to PENDING. It will NOT be available for showings prior to closing.

PENDING CONTINUE TO SHOW
SELLER(S) INITIALS _____

With the accepted offer on my property, I direct the agent to change the status to PENDING CONTINUE TO SHOW; understanding we will allow showings for the purpose of attracting back up offers until the inspections are completed, and any repairs negotiated, or other unresolved contingencies are satisfied. At that time, unless advised otherwise, we will no longer entertain showings and understand the property will be placed in a PENDING status. We understand (repeatedly) denying showings will automatically deem the property ineligible for the PCS status; with the property placed in the Pending status.

CONTRACT DATE: _____

PROPOSED CLOSING DATE: _____

SELLING AGENT: _____

SELLING COMPANY: _____

MISCELLANEOUS CHANGES:
Temporarily Off Market/No Showings.

Howard Chambliss 03/08/2023

OWNER'S SIGNATURE (REQUIRED)

OWNER'S SIGNATURE (REQUIRED)

CORY D CAPPS 03/08/2023

BROKER/DESIGNATED AGENT SIGNATURE

CAPPS REALTY
COMPANY NAME

CORY D CAPPS

CAPPS REALTY



CAPITAL AREA REALTORS®
EGYPTIAN BOARD OF REALTORS®
PEORIA AREA ASSOCIATION OF REALTORS®
QUAD CITY AREA REALTORS®

LISTING CONTRACT

EXTENSION/CHANGE AMENDMENT



Pursuant to the Listing Contract between the undersigned Owner & Listing Company, this amendment changes the status or price, as described below, and/or extends the contractual period, as originally agreed upon, to the date listed below.

Date: 02/20/2023 MLS #: EB447287
Address: 12422 N Sparrow Ln City: Mt. Vernon
Listing Price: \$ 275,000.00 Present Status: Active
Listing Agent Name: CORY D CAPPS

EXTEND (TO) Date: _____
 PRICE CHANGE \$ 250,000.00
 WITHDRAW (REMOVE FROM MLS - CONTRACT CANCELLED)
*RESTRICTED TO MANAGING BROKER/OFFICE STAFF ADMIN ONLY
Date: _____

Managing Broker Signature Required Date

BACK ON MARKET (FROM)
 Pending
 Expired - Extend to: _____
Date
 Temporary Off Market

PENDING / PENDING STILL SHOW
(SELLER MUST READ & INITIAL APPROPRIATE PARAGRAPH)
<Select One>

PENDING SELLER(S) INITIALS _____
With the accepted offer on my property, I direct the agent to change the status to PENDING. It will NOT be available for showings prior to closing.

PENDING CONTINUE TO SHOW SELLER(S) INITIALS _____
With the accepted offer on my property, I direct the agent to change the status to PENDING CONTINUE TO SHOW; understanding we will allow showings for the purpose of attracting back up offers until the inspections are completed, and any repairs negotiated, or other unresolved contingencies are satisfied. At that time, unless advised otherwise, we will no longer entertain showings and understand the property will be placed in a PENDING status. We understand (repeatedly) denying showings will automatically deem the property ineligible for the PCS status; with the property placed in the Pending status.

CONTRACT DATE: _____
PROPOSED CLOSING DATE: _____
SELLING AGENT: _____
SELLING COMPANY: _____

MISCELLANEOUS CHANGES:

Howard Chambliss 02/20/2023
Authentisign
OWNER'S SIGNATURE (REQUIRED)
CORY D CAPPS 02/20/2023
BROKER/DESIGNATED AGENT SIGNATURE
CORY D CAPPS

OWNER'S SIGNATURE (REQUIRED)

CAPPS REALTY
COMPANY NAME



CAPITAL AREA REALTORS®
EGYPTIAN BOARD OF REALTORS®
PEORIA AREA ASSOCIATION OF REALTORS®
QUAD CITY AREA REALTORS®

LISTING CONTRACT

EXTENSION/CHANGE AMENDMENT



Pursuant to the Listing Contract between the undersigned Owner & Listing Company, this amendment changes the status or price, as described below, and/or extends the contractual period, as originally agreed upon, to the date listed below.

Date: 01/19/2023 MLS #: EB447287

Address: 12422 N Sparrow Ln City: Mt. Vernon

Listing Price: \$ 275,000.00 Present Status: Active

Listing Agent Name: CORY D CAPPS

EXTEND (to) Date: _____

PRICE CHANGE \$ 270,000.00

WITHDRAW (REMOVE FROM MLS - CONTRACT CANCELLED)

*RESTRICTED TO MANAGING BROKER/OFFICE STAFF ADMIN ONLY

Date: _____

Managing Broker Signature Required Date

BACK ON MARKET (FROM)

- Pending
- Expired - Extend to: _____
Date
- Temporary Off Market

PENDING / PENDING STILL SHOW
(SELLER MUST READ & INITIAL APPROPRIATE PARAGRAPH)
<Select One>

PENDING **SELLER(S) INITIALS** _____

With the accepted offer on my property, I direct the agent to change the status to PENDING. It will NOT be available for showings prior to closing.

PENDING CONTINUE TO SHOW
SELLER(S) INITIALS _____

With the accepted offer on my property, I direct the agent to change the status to PENDING CONTINUE TO SHOW; understanding we will allow showings for the purpose of attracting back up offers until the inspections are completed, and any repairs negotiated, or other unresolved contingencies are satisfied. At that time, unless advised otherwise, we will no longer entertain showings and understand the property will be placed in a PENDING status. We understand (repeatedly) denying showings will automatically deem the property ineligible for the PCS status; with the property placed in the Pending status.

CONTRACT DATE: _____

PROPOSED CLOSING DATE: _____

SELLING AGENT: _____

SELLING COMPANY: _____

MISCELLANEOUS CHANGES:

Howard Chambliss 01/19/2023

OWNER'S SIGNATURE (REQUIRED)

Howard Chambliss

CORY D CAPPS 01/19/2023

BROKER/DESIGNATED AGENT SIGNATURE

CORY D CAPPS

OWNER'S SIGNATURE (REQUIRED)

CAPPS REALTY

COMPANY NAME



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



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

Property Address: 12422 N Sparrow Ln

City: Mt. Vernon, Illinois Zip: 62864

Marketing Price: \$ 275,000.00

Marketing Period (Choose One)

- From December 16th 2022 through 11:59 p.m. on Jun 16th, 2023; OR
 This Contract shall automatically renew on _____, 20____, and on _____ of
 each succeeding year (each date to be known herein as "Renewal Date") unless Seller provides Sponsoring Broker with
 written notice of Seller's intention to not renew this contract no more than thirty (30) days and no less than
 _____ (____) days prior to the Renewal Date.

2. Sponsoring Broker agrees to provide those brokerage services set forth in Section 15-75 of the Illinois Real Estate License Act.
3. If during the term of this Contract Sponsoring Broker obtains an offer to purchase the property from a ready, willing, and able buyer at the marketing price, or if Seller enters into a contract or receives an offer that results in a contract for the sale or exchange of the property at any price and upon any terms to which Seller consents, Seller shall be obligated to pay Sponsoring Broker a total commission of Five percent (5%) of the purchase price of the sale or exchange. Generally, Sponsoring Broker will offer to pay a participating cooperating broker who brings the buyer, and who is the procuring cause in a successful transaction, 40 % of the total commission set forth herein. The total commission is to be paid at closing, which in the case of a sale on contract for deed shall be at the time buyer and Seller execute the initial contract or agreement for deed.
4. Seller agrees that such a commission shall be paid if the property is sold or exchanged by Seller within a protection period of one hundred eighty (180) days following the term of this Contract or any extensions thereof to anyone to whom the property was presented during the term of this Contract. However, this provision shall not apply if Seller has entered into a valid, written listing agreement with another licensed real estate broker during the protection period.
5. In the event a purchase contract is entered into and buyer defaults without fault on the Seller's part, Sponsoring Broker will waive the commission, and this agreement shall be continued from the date of default through the date provided in paragraph 1. Should Seller default on any contract for the purchase or exchange of the property, any commission owed under this agreement shall become payable immediately.
6. When a contract to purchase is entered into for the purchase of Seller's property, the buyer may deposit earnest money with Sponsoring Broker. If Sponsoring Broker is holding the earnest money as escrow agent, Sponsoring Broker will hold any such earnest money in a special, non-interest-bearing escrow account on behalf of the buyer and Seller. At closing, the earnest money will be disbursed according to the terms of the contract to purchase. If the transaction fails to close:

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

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

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

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

7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

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

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

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

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



Seller's initials

Seller's initials

Date

12/16/22

13. Sponsoring Broker is authorized to show the property to prospective buyers represented by buyer's agents, and Sponsoring Broker, in its sole discretion, may pay a part of the above commission to buyer's agent or other cooperating agents. Sponsoring Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of Seller's property. Seller acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.
14. Seller understands that Sponsoring Broker and/or Designated Agent may have previously represented a buyer who is interested in your property. During that representation, Sponsoring Broker and/or Designated Agent may have learned material information about the buyer that is considered confidential. Under the law, neither Sponsoring Broker nor Designated Agent may disclose any such confidential information to Seller.
15. Seller understands and agrees that other licensees affiliated with Sponsoring Broker, other than Seller's Designated Agent(s), may represent the actual or prospective buyer of Seller's property. Further, Seller understands and agrees that if the property is sold through the efforts of a licensee affiliated with Sponsoring Broker who represents the Buyer, the other licensee affiliated with Sponsoring Broker will be acting as a buyer's designated agent.
16. Seller agrees to immediately refer to Seller's Designated Agent all prospective buyers or brokers who contact Seller for any reason and to provide Seller's Designated Agent with their names and addresses.
17. Sponsoring Broker and Seller's Designated Agent are authorized in their sole discretion, to place a for sale sign on the property, if permitted by law, to remove all other such signs, to place a lockbox on the property, to have access to the property at all reasonable times for the purpose of showing it to prospective buyers, to cooperate with other brokers and to use pictures of the property and to expose property information and/or images to the Internet for marketing purposes.
18. Seller agrees to provide a limited home warranty program from NA at a charge of \$ _____ plus options, if any. Seller acknowledges that the home warranty program is a limited warranty with a deductible. Seller acknowledges receipt of the application for such home warranty program. [STRIKE THROUGH IF NOT OFFERED].
19. Items such as wall-to-wall carpeting, solar panels, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures" and if so, they must remain with the house unless specifically excluded in the Purchase Agreement. (Discuss this matter with Seller's Designated Agent to avoid uncertainty for all parties regarding what you may take and what should remain with the house, and make specific provisions for these items in the Purchase Agreement.)
20. Seller understands that the information which Seller provides to Seller's Designated Agent as listing information will be used to advertise Seller's property to the public, and it is essential that this information be accurate. SELLER HAS EITHER REVIEWED THE MLS LISTING INPUT SHEET AND REPRESENTS THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF SELLER'S KNOWLEDGE, OR SELLER UNDERSTANDS THAT THEY HAVE AN OBLIGATION TO PROVIDE ACCURATE, TRUTHFUL INFORMATION TO BE PUT IN THE MLS INPUT SHEET AND HEREBY PROMISES TO FULFILL THIS OBLIGATION. Although Seller is listing Seller's property in its present physical condition ("as is" condition), Seller understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects or concealed defects in the property which are known to Seller but which are not disclosed to the buyer.
21. Notice to Seller regarding recordings within the property

- a. In the event Seller has a recording system in the Seller's property which records or transmits audio, Seller understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Seller hereby releases and indemnifies Sponsoring Broker, Sponsoring Broker's Designated Agent(s) and employees from any liability which may result from any recording or transmitting in the property.
 - b. Seller understands that while potential buyers viewing the property should not engage in photography, videography, or videotelephony in the property without prior written permission, such recordings or transmissions may occur. Seller should remove any items of a personal nature Seller does not wish to have recorded or transmitted. Seller hereby releases Sponsoring Broker, Sponsoring Broker's Designated Agent(s) and employees from any liability which may result from any recording or transmission in the property.
22. Seller agrees to save and hold Sponsoring Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Seller's breach of this agreement, from any incorrect information or misrepresentation supplied by Seller or from any material facts, including latent defects, that are known to Seller that Seller fails to disclose.
 23. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended by a writing signed by the parties.
 24. The parties agree that electronic signature on this Contract and facsimile of PDF copies of the same shall have the same legal force and effect as original signatures.
 25. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL SELLER'S PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, ORDER OF PROTECTION STATUS, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, FAMILIAL STATUS, ARREST RECORD, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

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

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

SELLER:  CAPPS REALTY, Sponsoring Broker
 Howard Chambliss

SELLER: _____

BY: 

ADDRESS: 12422 N Sparrow Ln
Mt. Vernon IL 62864

DATE: 12-16-22
 Authorized Signer CORY D CAPPS

DATE: 12/16/22

PHONE: 618-204-5260 OFFICE: _____

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

 Print Name

 Signature

 Print Name

 Signature

 Telephone Number(s)

 Facsimile Number(s)

 E-mail Address(es)




ILLINOIS REALTORS®
CONFIRMATION OF CONSENT TO DUAL AGENCY



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

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

12422 N Sparrow Ln Mt. Vernon IL 62864
(insert address)

Signature of client(s):  Date: 12/16/22
Howard Chambliss

