

Property Address:



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:		8604 Ridge Road				
City, State & Zip 6	Code: _	Sparta, IL 62286				
Seller's Name: Jody Diehl						
of any kind by the In this form, defect" means a co the health or safety The seller dis prospective buyers The seller rep (incorrect), or "no	seller or "aware" ondition of futu scloses may charesents t applica	losure of certain conditions of the residential real property listed above in compliance with the Residential Real Property mation is provided as of 09/29/2022 . The disclosures herein shall not be deemed warranties any person representing any party in this transaction. The disclosures herein shall not be deemed warranties that would have a study notice or actual knowledge without any specific investigation or inquiry. In this form, a "material that would have a substantial adverse effect on the value of the residential real property or that would significantly impair re occupants of the residential real property unless the seller reasonably believes that the condition has been corrected. The following information with the knowledge that even though the statements herein are not deemed to be warranties, oose to rely on this information in deciding whether or not and on what terms to purchase the residential real property, that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" able" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not provide an explanation in the additional information area of this form.				
1. II NO	N/A	Seller has occupied the property within the last 12 months. (If "no," please identify capacity or explain relationship to property.)				
2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24.		I currently have flood hazard insurance on the property. I am aware of flooding or recurring leakage problems in the crawl space or basement. I am aware that the property is located in a floodplain. I am aware of material defects in the basement or foundation (including cracks and bulges). I am aware of leaks or material defects in the roof, ceilings, or chimney. I am aware of material defects in the walls, windows, doors, or floors. I am aware of material defects in the electrical system. 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). I am aware of material defects in the well or well equipment. I am aware of unsafe conditions in the drinking water. I am aware of material defects in the heating, air conditioning, or ventilating systems. I am aware of material defects in the septic, sanitary sewer, or other disposal system. I am aware of material defects in the septic, sanitary sewer, or other disposal system. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. 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. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. I am aware of oursent infestations of termites or other wood boring insects. I am aware of oursent infestations of termites or other wood boring insects. I am aware of boundary or lot line disputes. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. I am aware that t				

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" of	"yes", please explain here or use additional pages, if necessary:
Check here if additional pages used:	
seller without any specific investigation or inquiry on	certifies that the information provided is based on the actual notice or actual knowledge of the he part of the seller. The seller hereby authorizes any person representing any principal in this close any information in the report, to any person in connection with any actual or anticipated
PROSPECTIVE BUYER BEFORE THE SIGNING	SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO OPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO
Seiler: // June //	Date:
Seller:	Date:
THE PROPERTY SUBJECT TO ANY OR ALL MAN NOT A SUBSTITUTE FOR ANY INSPECTIONS OBTAIN OR NEGOTIATE. THE FACT THAT THI GUARANTEE THAT IT DOES NOT EXIST. TH	HE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF TERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO E PROSPECTIVE BUYER IS AWARE THAT THE PROSPECTIVE BUYER MAY PERFORMED BY A QUALIFIED PROFESSIONAL.
Prospective Buyer:	Date:Time:
Prospective Buyer:	Date:Time:
A COPY OF SECTIONS 5 THROUGH 65 OF AR	ICLE 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 Encombrance 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:
 - an owner;
 - a beneficiary of a trust;
 - iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument, or
 - 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 selier 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:

- (f) 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 mortgager to a mortgagee by deed in lieu of forcelosure 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 crust, 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 forcelosure, 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 (7) 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 setter 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 setler 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: ////	



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



1/1

Lead Warning Statement

Property Address:

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

1 Toperty Aud	8504 Ridge Road, Sparta, IL 62286				
Seller's Discle	osure (initial)				
(a) Pre	esence of lead-based paint and/or lead-based paint hazards (check one below):				
_	☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):				
1	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				
(b) Re	cords and Reports available to the seller (check one below):				
	Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/lead-based paint hazards in the housing (list documents below):				
19	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				
Purchaser's A	cknowledgment (initial)				
(c) Pur	chaser has received copies of all information listed above.				
(d) Pur	chaser has received the pamphlet Protect Your Family From Lead in Your Home.				
0.00	chaser has (check one below):				
	Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or				
	Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based pain and/or lead-based paint hazards.				
Agent's Ackno	owledgment (initial)				
(f) Age	ent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/he ponsibility to ensure compliance.				
Certification of	f Accuracy				
The following particle have provided it	arties have reviewed the information above and certify to the best of their knowledge, that the information they is true and accurate.				
Seller	Purchaser Date				
Seller	Date Purchaser Date				
Agent	Date Agent Date				
(This disclosure to FORM 420 (05/202	orm should be attached to the Contract to Purchase.) 1) COPYRIGHT ILLINOIS REALTORS®				



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 concentration are known to be present withi	s (above EPA or n the dwelling. (Ex	IEMA recommended Radon Action Level) (plain).		
(b)	(b) Seller has provided the purchaser with the most current records and reports perta elevated radon concentrations within the dwelling. (c) Seller either has no knowledge of elevated radon concentrations in the dwelling elevated radon concentrations have been mitigated or remediated.				
(c)					
(d)	Seller has no records or repo dwelling.	orts pertaining to	elevated radon concentrations within the		
Purchaser's	Acknowledgment (initial each	of the following v	which applies)		
(e)	Purchaser has received copie	s of all information	listed above.		
(f)	Purchaser has received the IEMA approved Radon Disclosure Pamphlet.				
Agent's Ack	nowledgement (initial IF APPLI	CABLE)			
(g)	Agent has informed the seller	of the seller's oblig	gations under Illinois law.		
Certification	of Accuracy				
The following her knowledg	parties have reviewed the information he or she l	mation above and has provided is tru	each party certifies, to the best of his or e and accurate.		
Seller	1 pl	Date _	9-29 2022		
Seller	(Date _			
Purchaser	6	Date			
Purchaser		Date			
Agent	1 le	Date	5/29/22		
Agent		Date			
Prope	erty Address:	8604	Ridge Road		
City,	State, Zip Code:	Spa	rta, IL 62286		



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MEASUREMENT OF SQUARE FOOTAGE DISCLOSURE

Contract Dated:			
Property Address:	8604 Ridge Road, Sparta, IL 62286		
By and between:	Jody Diehl	, ("Seller")	
and		, ("Buyer").	
BUYER AND SELLER E HAS ADVISED THEM THAT B or dwellings, (2) does not indeper markets for sale and/or shows to b to the accuracy of any measureme	idently measure the total square for ouyers, and (3) makes no opinion,	easuring real estate structures totage of the properties that i	
To the extent that BROKE properties, then: (1) such information only an approximation, and (3) his standards relied upon for calculate about total square footage can variate data source, the measurement is used, the date of measurement, accessibility or measurement poi information provided by the count not typically independently verify to have verifiable and accurate information and retain a qualified promeasurement standard that you are for any property is a calculation bas square foot also is only an approximation or calculated based in this disclosure. In the dependent on or calculated based in and agree upon the actual square for	as not been verified by BROKER ing total square footage, measurer y depending upon many variables, tandard that was used, the type of and any obstructions, impediments. One common source for to y assessor's office. However, the or warrant the accuracy of any substruction about the total square foofessional appraiser to measure the dor the appraiser deem appropriated sed upon, among other things, total mation and is subject to the same event that any contract for the purition a square footage amount, the	ore third-party sources, (2) is . There are several alternate ments, and the available data including but not limited to measurement device that was ents or other limitations on tal square footage is public county assessor's office does ich information. If you wish tage of a particular property, it is property according to the te. The price per square footal square footage, so price per uncertainties and limitations ichase or sale of real estate is parties should acknowledge.	
Seller Signature Date	Buyer Signature	Date	
Seller Signature Date	Buyer Signature	Date	

Buyer Signature

Date