



**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: 8966 Indian Trail Road

City, State & Zip Code: Ashley, IL 62808

Seller's Name: Alan Frank Pudelek - Trustee

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 \_\_\_\_\_ . 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 type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Seller has occupied the property within the last 12 months.<br>(If "no," please identify capacity or explain relationship to property.)<br><div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Trust</div> |
| 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 type="checkbox"/>            | <input checked="" 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 checked="" type="checkbox"/> | <input 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.  |

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**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:

21. Oil tank may still be on property

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: Alan F. Anobile TEE Date: 6/27/2024

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.

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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: *Alan F. Smith & TEE*



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



**Lead Warning Statement**

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

**Property Address:** 8966 Indian Trail Road, Ashley, IL 62808

**Seller's Disclosure (initial)**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
  - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (Initial)**

- |  |  |  |
|--|--|--|
|  |  | (c) Purchaser has received copies of all information listed above.   |
|  |  | (d) Purchaser has received the pamphlet <i>Protect Your Family From Lead in Your Home</i> .  |
|  |  | (e) Purchaser has (check one below):   |
|  |  | <input type="checkbox"/> 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 |
|  |  | <input type="checkbox"/> Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.                                       |

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

Seller: <u>Alan F. Dushoff TRE</u>	Purchaser: _____
Seller: _____	Purchaser: _____
Agent: <u>Amber Skinner</u>	Agent: _____

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



**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>Alan F. Lindberg TFE</u>	Date	<u>6/27/2024</u>
Seller		Date	
Purchaser		Date	
Purchaser		Date	
Agent	<u>Amber Skinner</u>	Date	
Agent		Date	

**Property Address:** 8966 Indian Trail Road

**City, State, Zip Code:** Ashley, IL 62808

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## Measurement of Square Footage Disclosure

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Property Address: 8966 Indian Trail Road

Ashley, 62808

Buyer and Seller each acknowledge and understand that the square footage advertised is an approximate measurement and was not verified by a qualified professional appraiser. Therefore, the price per square foot for any property is also an approximation since it is a calculation based upon the advertised total square footage.

Measurements and available data about total square footage can vary and are subject to uncertainties and limitations—including but not limited to:

- The data source (i.e. county records or computer generated floor plans)
- The standard used to quantify livable square footage - keep in mind that above ground square footage and below ground finished square footage often vary in price per square foot value.
- The type of measurement device used, the date of measurement, any obstructions, impediments, or other limitations on measurement points

In the event that a party relies on the amount of total actual square footage to calculate the purchase price of the real estate, the reliant party should retain, at their cost, a qualified professional appraiser to measure the property, according to a measurement standard that is deemed agreeable, to obtain an actual square footage value. If this is the manner of how the purchase price is calculated, both parties shall hold harmless the Brokers and Brokerages from any discrepancies found between the advertised total square footage and then actual square footage found by the qualified professional appraiser.

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The information provided is believed to be accurate but is subject to verification by all parties relying on it.

Seller: Alan F. Deleh TRZ

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_



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**LISTING PROPERTY INFORMATION SHEET**

NOTE: This listing property information sheet is not part of the contract.

Property Address: 8966 Indian Trail Road, Ashley, IL 62808

Parcel ID#: 02-13-22-200-010

Seller's Name: Alan Frank Pudelek - Trustee

Seller's Name: \_\_\_\_\_

Title Company: Washington County Ab. Seller's Attorney: TBD

Home Protection Plan (If one is offered): NONE

Company: NONE Price: \_\_\_\_\_

Property Inclusions (if not already covered in Paragraph 7 of the Contract to Purchase Real Estate):

Re Frigerator, Stove, Dish washer, washer, Dryer, microwave

Property Exclusions:

\_\_\_\_\_

**Utility Companies**

Water: Washington Co.

Sewer: Septic Electric: \_\_\_\_\_

Trash: \_\_\_\_\_ Natural Gas: \_\_\_\_\_

Internet Provider: \_\_\_\_\_ Cable Provider: \_\_\_\_\_

Fire Protection: Village of Ashley Police Protection: \_\_\_\_\_

Propane Provider: FS Lease Tank  Own Tank

Satellite Dish: 0 Leased  Owned

Aeration: \_\_\_\_\_ Last Service Date \_\_\_\_\_ By Whom \_\_\_\_\_

Age of: Roof 2008 HVAC 2013 Water \_\_\_\_\_

Well depth: \_\_\_\_\_

Electric: 200 Amp Fuses \_\_\_\_\_ Circuit Breaker \_\_\_\_\_

List Appliances with Age: \_\_\_\_\_

Alan F. Pudelek 6/27/2024  
Seller TFE Date

\_\_\_\_\_  
Seller Date

(Each company may consult their attorney as to the use of this form.)