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## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT – RESIDENTIAL

Date 07/04/2025

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE

1. **AUTHORIZATION.** Seller hereby appoints Property Peddler (“Sponsoring Broker”) 1811 N. Market St., Suite 1, Sparta, IL 62286 (Sponsoring Broker's Address) 618-473-2500 877-473-2018 (Sponsoring Broker's Phone and Fax Numbers), as sole agent with the exclusive right and authority to sell the following described Property for \$ 79,000 (“List Price”). In consideration of this Agreement, Sponsoring Broker shall make reasonable and diligent efforts to find a buyer for Seller's Property (hereafter defined) at the List Price and terms stated herein. The term of this Agreement shall begin on the 4th day of July, 2025 and shall end on the 31st day of December, 2025 at 11:59 P.M. (“Marketing Period”). The Seller understands that this Agreement does not guarantee the sale of the Property nor that the Property will be sold for the List Price. Seller authorizes the Sponsoring Broker to advertise the Property, through the Multiple Listing Service (“MLS”). Except as set forth below, Seller also authorizes the Sponsoring Broker to advertise the Property through “Internet” services, including but not limited to, social media, IDX sites, listing syndication or VOW's or any other media the Sponsoring Broker or the MLS, in its discretion, deems appropriate.

Are you tax exempt? ☐ Yes ☒ No

What type? \_\_\_\_\_

2. **PROPERTY ADDRESS:** 215 S. Jefferson, Mascoutah, IL 62258

(Legal description/permanent parcel number 10-32.0-302-014

EISENMAYERS, ANDREW, 1ST ADD LOT/SEC-36

(Approx. lot size 50 x 100

reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois.

(“Property”) Mobile Home \_\_\_\_\_ Model \_\_\_\_\_

ID# \_\_\_\_\_ Subdivision: \_\_\_\_\_ HOA fees \$ \_\_\_\_\_

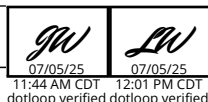
3. **INCLUSIONS/EXCLUSIONS:** The Seller warrants that all of the following ITEMS, if located on the Property at the time of the listing, are to be included in the sale and are the sole and exclusive Property of the Seller, having been paid for in full:

Above Ground Swimming Pool & Equipment	Exterior Lighting	Screens
All Bathroom Mirrors	Fences	Security System
All Ceiling Fans	Fireplace Screens/Doors	Smoke Alarms
Attached Smart Home Technologies	Garage Door Opener & All Remotes	Storm Doors/Windows
Attic Fan	Gas Grill (attached)	Sump Pump
Awnings	Gas Logs	Television Antenna
Blinds/Shades/Shutters	HVAC System	Utility Shed
Build-in Appliances	Irrigation	Ventilating Fans
Carpeting	Light Fixtures	Wall Mounts/Brackets
Central Vacuum/Attachments	Plants & Shrubbery	Water Heater
Curtain Rods	Satellite/Dish Receiving	Water Softening System

In addition, the following items are **included:** Refrigerator, Stove

The following items are **excluded:** \_\_\_\_\_

Seller



Seller initials acknowledge they have read this page.

- 31 4. **DESIGNATED AGENCY.** Sponsoring Broker designates Amber Skinner ("Seller's Designated  
32 Agent"), a sales associate(s) affiliated with Sponsoring Broker as the only legal agent(s) of the Seller. Sponsoring  
33 Broker reserves the right to name additional designated agents when in Sponsoring Broker's discretion it is necessary.  
34 If additional designated agents are named, Seller shall be informed in writing within a reasonable time and Seller shall  
35 sign such notification.
- 36
- 37 5. **SPONSORING BROKER COMPENSATION:** **Note: The amount of compensation is not set by law. Compensation is**  
38 **set by each broker and is negotiable, subject to individual broker policy.**
- 39



40 If, during the term of this Agreement, anyone (including Seller) produces a buyer, ready, willing and able to purchase  
41 the Property, at or above the List Price, or, if within 90 days after the expiration of this Agreement (the  
42 "Exclusivity Date"), a sale is made to any person to whom the Property was shown, without resulting in a  
43 compensation payment made or owed to another Sponsoring Broker, or if Seller enters into a contract or receives an  
44 offer that results in a contract for the sale or exchange of the Property at any price and upon any terms to which Seller  
45 consents, Seller shall be obligated to pay compensation as follows:

46

47 3.5 (%) of the purchase price **OR** \$--- as a flat fee, **OR** Other: (describe) ---  
48 ---, provided however, that in no event shall the compensation  
49 due to Sponsoring Broker be less than \$---. (Note: These blanks shall be considered to be N/A if not filled in).

50

51 **Cooperating Broker.** Seller acknowledges that Sponsoring Broker is authorized to cooperate with and, if authorized by  
52 Seller, to compensate other brokers, including any affiliated licensees in Sponsoring Broker's firm, representing any  
53 buyer (hereinafter a "Cooperating Broker"). **If the Seller initials the line below, acknowledging Seller's approval to**  
54 **allowing Sponsoring Broker to pay all or part of the compensation to a Cooperating Broker, Sponsoring Broker**  
55 **may pay all or any part of the above Broker Compensation to a Cooperating Broker**, up to and including the  
56 amount listed below. (insert compensation amounts below [0 if none stated] to indicate that such cooperation is  
57 authorized by Seller): 2.5 % of purchase price **OR** \$--- to buyer's broker (real estate brokers representing  
58 prospective buyers).

59 Agreed and Approved by Seller:  (Seller Initials)  (Seller Initials)  
60 If the compensation agreed upon between Sponsoring Broker and Cooperating Broker is less than the amount stated  
61 herein, the difference (check one) ☒ **Will** **OR** ☐ **Will Not** reduce the total amount due from Seller as Broker Compensation.  
62 If the Cooperating Broker compensation agreed upon between buyer and Seller is more than the amount stated herein,  
63 Seller agrees that the terms authorized in the agreed upon contract to purchase, will prevail.

64

65 **Note: Seller acknowledges that sale contract offer(s) and compensation agreement(s) may contain terms to**  
66 **compensate the Broker assisting the buyer, which may differ from the amounts detailed above. Seller**  
67 **understands the provisions of this section and agrees that the election(s) made in this section are made solely**  
68 **by the Seller and may be subject to negotiation between Seller and an eventual buyer.**

69

70 **Unrepresented Buyer.** In the event a buyer is not represented by a broker, the Broker Compensation agreed upon  
71 above (check one):  
72 ☒ shall remain the same as the amount listed above under Broker Compensation, OR  
73 ☐ shall be modified as follows: --- % of the sales price, or \$---

74

75 **Additional Compensation.** Seller agrees to pay Sponsoring Broker additional compensation of \$--- (\$0 if none  
76 stated). This additional compensation (check one) ☐ **Shall** **OR** ☐ **Shall Not** be credited against any other  
77 compensation owed by Seller to Sponsoring Broker and shall be due and payable to Sponsoring Broker on (if  
78 applicable, check one):  
79 ☒ the Effective Date of this Agreement, regardless of whether or not a ready, willing, and able buyer is procured  
80 and which shall be deemed earned upon receipt.  
81 ☐ Only if and on the same date that the other compensation above provided for is payable.

82

83 The compensation amount shall be determined by the total purchase or exchange price without reduction for any  
84 other charges (i.e., closing adjustments, points, liens, mortgages, compensation, etc.). Seller agrees that such  
85 compensation shall be paid if the property is sold, exchanged, or otherwise transferred by Seller to a buyer, **at any**  
86 **time prior to the Exclusivity Date.** No compensation is owed if Seller enters into a bona fide listing agreement with  
87 another licensed real estate broker and Seller pays that broker compensation on that transaction.

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88 Unless otherwise stated, all compensation owed under this agreement is to be paid at closing, which in the case of a  
89 sale on contract for deed shall be at the time buyer and Seller execute the initial contract or agreement for deed. Seller  
90 authorizes escrow agent to pay the Cooperating Broker compensation directly to Cooperating Broker at closing.

91 If the Seller and the Sponsoring Broker agree that the Property may be withdrawn from the market, the Sponsoring Broker is  
92 relieved of its duty to actively market the Property, but the Seller agrees to pay the Sponsoring Broker the compensation  
93 disclosed above, based upon the last listed price should the Property be sold on or prior to the later of the following: (i) the  
94 expiration of the Marketing Period or (ii) the Exclusivity Date. For purposes of this paragraph, the word "sold" shall mean  
95 that the Seller has entered into an agreement, either orally or in writing, to convey title to the Property or has agreed to a  
96 transaction described in the definition of "sells" or "sale" above even if the closing date of such written or oral contract does  
97 not occur until after the expiration of the Marketing Period or Exclusivity Date, whichever is later.  
98

99 **6. AUTHORIZATION FOR DUAL AGENCY.** This section serves three purposes. First, it discloses that a Real Estate  
100 Licensee (hereafter defined) may potentially act as a dual agent that is representing more than one party to the  
101 transaction. Second, this section explains the concept of Dual Agency. Third, this section seeks your consent to allow  
102 the Real Estate Licensee to act as a Dual Agent. A Licensee may legally act as a Dual Agent only with your consent. By  
103 choosing to initial below, your consent to Dual Agency Representation is presumed.  
104

105 The Sponsoring Broker and Seller's Designated Agent (herein after sometimes collectively referred to as "Licensee")  
106 may undertake dual representation (represent both the Seller and the Buyer for the sale of the Property). The Seller  
107 acknowledges they were informed of the possibility of this type of representation. Before initialing below, please read  
108 the following:  
109

110 Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon  
111 Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this  
112 representation only with the written consent of ALL clients in the transaction.  
113

114 Any Agreement between the Clients as to the final contract price and other terms are a result of negotiations between  
115 Clients acting in your own best interests and on their own behalf. You acknowledge that Licensee has explained the  
116 implications of dual representation, including the risks involved, and understand that you have been advised to seek  
117 independent advice from your advisors or attorneys before signing any documents in this transaction.  
118

119 **WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT:**

- 120 1) Treat all clients honestly.  
121 2) Provide information about the Property to the Buyer.  
122 3) Disclose all latent material defects in the Property that are known to Licensee.  
123 4) Disclose financial qualifications of the Buyer to the Seller.  
124 5) Explain real estate terms.  
125 6) Help the Buyer to arrange for Property inspections.  
126 7) Explain closing costs and procedures.  
127 8) Help the Buyer compare financing alternatives.  
128 9) Provide information about comparable properties that have sold so both clients may make educated decisions  
129 on what price to offer or accept.  
130


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

- 132 1) Confidential information that Licensee may know about the clients, without that client's permission.  
133 2) The price the Seller will take other than the List price without permission of the Seller.  
134 3) The price or terms the Buyer is willing to pay without permission of the Buyer.  
135 4) A recommended or suggested price or terms the Buyer should offer.  
136 5) A recommended or suggested price or terms the Seller should counter with or accept.  
137

138 If either Client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not  
139 required to accept this section unless you want to allow the Licensee to proceed as a Dual Agent in this transaction. By  
140 initialing "Yes" below, you acknowledge that you have read and understand this section and voluntarily consent to the  
141 Designated Agent acting as a Dual Agent (that is, to represent BOTH the Seller and Buyer) should that become necessary.  
142

143 **AUTHORIZATION FOR DUAL AGENCY.** Yes   [initial) No   [initial)

144 It is to be understood that the Sponsoring Broker may have another licensed real estate agent, who is not your Designated  
145 Agent hold an open house of the Seller's Property or provide similar support in the marketing of Seller's Property. In  
146



Seller  

Seller initials acknowledge they have read this page.

addition, licensed real estate agents other than your Designated Agents, but affiliated with the Sponsoring Broker, may represent the actual or prospective Buyer of the Property. Further, the Sponsoring Broker, and/or the Designated Agent, may have previously represented a buyer who is interested in the Property. During such representation, the Sponsoring Broker and/or Designated Agent may have learned material information about the Buyer that is considered confidential. Under the law, no Sponsoring Broker or Designated Agent may disclose any such confidential information.



7. **ATTORNEY/TITLE COMPANY.** Seller authorizes TBD to act as Seller's attorney to prepare a proper deed and any other legal instruments needed to consummate a sale at Seller's expense. Seller further instructs Designated Agent that, unless otherwise agreed to by Seller and Designated Agent, Seller intends to engage Town and Country to serve as the Title Company pursuant to the Contract to Purchase Real Estate to be executed by Seller or an eventual buyer.

8. **SELLER FURTHER AGREES:**
- 1) To refer an offer or inquiry that may be received during the term of this Agreement to Sponsoring Broker or Designated Agent.
  - 2) To permit Designated Agent and agents to enter the Property at reasonable times for the purpose of previewing, showing or any required inspections (home or municipal).
  - 3) To permit Sponsoring Broker or Designated Agent to place a "For Sale" sign or "Open House" sign (to hold open houses at Seller's discretion) on the Property or to advertise in any multiple listing service, and any form of media advertising including, but not limited to newspapers, television, real estate magazines, the Internet, and other electronic media except as limited herein.
  - 4) To provide utility service until a Buyer takes possession of the Property in order to facilitate showing and inspection of the Property.
  - 5) To secure and insure all Property and valuables, and to assume the risk for any vandalism, theft or damage of any kind.
  - 6) To maintain the Property in good repair throughout the date of closing. Neither Sponsoring Broker nor Designated Agent shall be responsible for maintenance.
  - 7) Subject to the broker compensation provisions outlined above, which Seller acknowledges have been freely agreed to between Seller and Sponsoring Broker, to permit Sponsoring Broker to cooperate with other licensed real estate brokers, including real estate brokers representing Buyers, and if previously authorized, to permit Sponsoring Broker to provide certain compensation to such Cooperating Brokers.
  - 8) To permit Designated Agent to place a lock box on the Property, which will allow Sponsoring Broker, Designated Agent and participants in the lockbox service to gain entry to the Property. Seller acknowledges that neither Sponsoring Broker, Designated Agent, nor the lockbox service are not responsible for and do not insure Seller's real or personal Property against loss for damages related directly or indirectly to the use of the lockbox service. Seller shall store and secure all valuables and shall maintain appropriate insurance. **(If Tenant occupied, Tenant must sign lockbox authorization form. Showing subject to tenant's rights.)**
  - 9) Seller authorizes Sponsoring Broker and/or its agents and employees to telephone, fax and/or e-mail Seller for any reason relating to this Agreement, including communications after closing or other termination of this Agreement.

9. **INTERIOR PICTURES.** Initial here if the Seller permits the Broker to use pictures of the interior of the Property as part of the marketing of the Property.  (Seller)  (Seller)

10. **HOME WARRANTY.** Seller will (check one)
- ☐ OFFER a home warranty on this Property issued by \_\_\_\_\_ at a cost of \$ \_\_\_\_\_
  - ☒ NOT offer a home warranty
  - ☐ OFFER a Builder warranty on this Property

**Seller is aware that compensation may be made to Sponsoring Broker by the warranty company for a home warranty policy sold for services rendered on behalf of the Seller and/or Buyer.**

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11. **NON-DISCRIMINATION.** THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL DISABILITY, MILITARY STATUS OR UNFAVORABLE DISCHARGE FROM MILITARY, SEXUAL ORIENTATION, PREGNANCY, SOURCE OF FUNDS ORDER OF PROTECTION STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.
12. **DISCLOSURE OF CONDITION OF PROPERTY.** Seller understands that the law requires disclosure of all known material defects, environmental defects and other facts adversely affecting the value or desirability of the Property and that failure to disclose all known defects may result in civil liability. Seller represents and warrant to the Sponsoring Broker that except as disclosed in the Residential Real Property Disclosure Report, the Lead Based Paint Disclosure, and a Disclosure of Information on Radon Hazards. Seller has no knowledge of and has not notified Sponsoring Broker of any defects or other material facts concerning the Property. If Seller later learn of any other material defects, environmental defects and other facts adversely affecting the value or desirability of the Property, Seller shall immediately sign and deliver to Designated Agent an appropriate revised disclosure(s). Seller understands that Designated Agent, prospective buyer, and other real estate brokers may rely upon the aforesaid disclosures, and the assurances of Seller in this paragraph. If any of these defects are found, the Buyer at his sole discretion, may accept the plan of remediation or determine to terminate the Contract. In the event herein, the non-terminating Party shall be obligated to sign the document terminating this Contract.
13. **LEAD BASED PAINT.** Seller acknowledges said Property ☒ IS or ☐ IS NOT target housing (housing built prior to 1978) under the Residential Lead Based Paint Hazard Reduction Act – Title x 42 U.S.C. 4852 et seq., (“Act”) a explained in the pamphlet “Protect Your Family From Lead In Your Home.” Seller acknowledges that they have received said pamphlet. Seller agrees to comply with the requirements of said Act to the best of Seller’s ability and to not knowingly provide the Agency or others any false or inaccurate information regarding the disclosures required under and by the terms of the Act.
14. **MINIMUM SERVICES.** Illinois Public Act 93-957 provides that the Sponsoring Broker through one or more of its sponsored licensed real estate agents (such as the Designated Agent) must provide, at a minimum, the following services to the Seller; (1) Accept delivery of and present to the Seller offers and counteroffers to buy, sell or lease the Property the client seeks to purchase or lease; (2) Assist the Seller in developing, communicating, negotiating and presenting offers, counter offers and notices that relate to the offers and counteroffers until a lease or purchase Agreement is signed and all contingencies are satisfied or waived; and (3) Answer the client’s questions relating to the offers, counteroffers, notices and contingencies.
15. **EARNEST MONEY.** The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies held in escrow be deemed “abandoned” and shall be paid to the office of the Treasurer of the State of Illinois to be held as part of the Treasurer’s special fund, if all of the following transpire: (i) the absence of disbursement, (ii) the absence of the notice of filing of a claim in a court of competent jurisdiction, and (iii) six months have elapsed from the receipt by the Sponsoring Broker of a written demand for the escrow monies by either principal to the transaction or either principal’s duly authorized agent. EARNEST MONEY SHALL BE HELD IN AN ESCROW ACCOUNT UNTIL CLOSING PURSUANT TO THE TERMS OF ANY REAL ESTATE SALE CONTRACT AND IF HELD IN SPONSORING BROKER’S ESCROW ACCOUNT, IN ACCORDANCE WITH THE ILLINOIS REAL ESTATE LICENSE ACT. ACCORDING TO SEC 20-20 (H) (8) (I) OF THE REAL ESTATE LICENSE ACT, BOTH BUYER AND SELLER MUST AGREE AND SIGN THE NOTICE OF TERMINATION FOR THE SPONSORING BROKER TO RELEASE EARNEST MONEY TO EITHER PARTY. THE SPONSORING BROKER WILL BE ABLE TO RETAIN EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND COURT COSTS, INCURRED BY SPONSORING BROKER AND TO PAY ESCROW MONEY, IF HELD BY SPONSORING BROKER, INTO COURT IN THE EVENT OF A DISPUTE. IN THE EVENT THAT ANY BUYER FORFEITS THE EARNEST MONEY, IT IS HEREBY AGREED THAT ALL EXPENSES INCURRED BY SPONSORING BROKER BE DEDUCTED FIRST WITH THE BALANCE BEING EQUALLY DIVIDED BETWEEN THE SELLER AND SPONSORING BROKER, PROVIDED THAT THE SPONSORING BROKER’S SHARE SHALL NOT EXCEED THE AMOUNT SPONSORING BROKER WOULD HAVE RECEIVED IF THE SALE HAD BEEN CONSUMATED. THIS PROVISION SHALL NOT PREVENT THE SPONSORING BROKER FROM PREVAILING UPON A CLAIM FOR THE FULL COMPENSATION PAYABLE TO SPONSORING BROKER FOR SELLING THE PROPERTY TO ANOTHER BUYER.
16. **DISCLAIMER.** Seller shall indemnify and save and hold Sponsoring Broker and Broker’s agents harmless from all claims, disputes, lawsuits, judgments and costs including reasonable attorney’s fees and court costs arising from any misrepresentations made by Seller, inaccurate information supplied by Seller, material problems with the Property, or any other latent defects in the Property, which are known to the Seller and the Seller fails to disclose same. Further the

Seller  

Seller initials acknowledge they have read this page.

Sponsoring Broker shall have no responsibility to verify the financial status or the ability of a Buyer or Tenant to procure financing to purchase/lease the property.

**17. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT.** The provisions of this Paragraph are copied directly from the applicable provisions of the Contract to Purchase Real Estate, prepared by the Southwestern Illinois Board of REALTORS®, for use by its members (For purposes of this paragraph, such contract is referred to as the "Purchase Contract"). The intent of this Paragraph is to proactively advise Seller of Seller's obligations under the Purchase Contract, and the timelines associated therewith, when a Buyer is determined. Any term not defined in this Agreement shall have the meaning ascribed to such term in that Purchase Contract.

Municipalities and governmental bodies (including the health department for septic and/or aeration system inspection) vary in their occupancy requirements, which include, without limitation, the time for applying for the permit, the number of occupants permitted, and the requirement that both Buyer and the Seller receive authorization to occupy the Property ("Occupancy Regulation(s)" or "Occupancy Permit").



If Seller is required to order an occupancy inspection and comply with all Governmental requirements of the Seller, Seller agrees to request same, at Seller's expense, within five (5) days of the Effective Date. If the Buyer is required to apply for an Occupancy Permit, Buyer shall apply for the Occupancy Permit within a reasonable time after the Seller has requested an occupancy inspection and shall obtain the Occupancy Permit, per Governmental requirements. If not required by either party specifically, then the Seller will order the occupancy inspection. Occupancy Regulation(s) must be actually complied with prior to Closing.

In the event the Property does not meet such Occupancy Regulation(s) or pass such occupancy inspection and Seller notifies Buyer in writing within **seven (7) days after date of receipt of the occupancy inspection report from the applicable governmental authority**, that Seller has not agreed to make the corrections, Buyer and Seller shall have **ten (10) days after date of Buyer's receipt of the Seller's notice to reach an agreement** as to who will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of any correction. (Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. loan approval, down payment, interest rate, and private mortgage insurance, and lack of an Occupancy Permit at Closing may also affect Buyer's ability to obtain an Occupancy Permit in the future and utility service). If reinspection is required, Seller pays unless otherwise specified.

The Purchase Contract further states that if no written agreement is reached within **said ten (10) days**, either party may terminate [the Purchase Contract] and refers to the applicable termination procedures for the Purchase Contract. A written commitment by Seller within **said ten (10) day period** to make all the required corrections, at Seller's expense, prior to Closing, or a written commitment within the **said ten (10) day period** by Buyer to accept the Property without the correction or repair (if permitted by Occupancy Regulation(s)) shall constitute an "agreement" for purposes of this Paragraph, even after earlier negotiations failed to produce such an agreement.

**Buyer is cautioned not to rely on the Occupancy Regulation(s) but should also satisfy himself/herself otherwise as to the condition of the Property.**

**18. USE OF LISTING CONTENT: INTELLECTUAL PROPERTY LICENSE.** Unless Seller delivers to Sponsoring Broker a written certification, in a form acceptable to Sponsoring Broker or indicates in this agreement, that Seller does not desire the Listing Content to be disseminated by a multiple listing service, Seller agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Sponsoring Broker or Designated Agent (the "Seller Listing Content"), or otherwise obtained or produced by Sponsoring Broker or Designated Agent in connection with this Agreement (the "Sponsoring Broker Listing Content"), and any changes to the Seller Listing Content or the Sponsoring Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Sponsoring Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatsoever. Seller represents and warrants to Sponsoring Broker that the Seller Listing Content and the license granted to Sponsoring Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Seller acknowledges and agrees that as between Seller and Sponsoring Broker, all Sponsoring Broker Listing Content is owned exclusively by Sponsoring Broker, and Seller has no right, title or interest in or to any Sponsoring Broker Listing Content.

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**19. INTERNET DATA EXCHANGE (IDX) AND VIRTUAL OFFICE WEBSITE (VOW) SERVICES FROM MARIS, INC. (These options only pertain to information or data supplied by MARIS)**

Only one of Option A or Option B may be selected to avoid or limit the information about the Property on the Internet:

- Option A) ☐ I have advised my Designated Agent that I do not want the listed Property to be displayed on the Internet; or
- Option B) ☐ I have advised my Designated Agent that I do not want the address of the listed Property to be displayed on the Internet.

**If information about the Property is to appear on the Internet, the Seller(s) may elect to choose one of these additional options:**

- Option C) ☐ I have advised my Designated Agent that I have elected to not allow third-party comments, reviews or a hyperlink to the comments or reviews about the listed Property
- Option D) ☒ I have advised my Designated Agent that I have elected not to allow an automated estimate of the market value of the listing or hyperlink to such estimate.

I understand and acknowledge that, if I have selected Option A), consumers who conduct searches on the Internet will not see any information about my listed Property in response to their search.


**20. MEDIATION/ARBITRATION/LITIGATION.** Seller agrees that all disputes or claims (falling below the small claims maximum threshold for the County in which the subject Real Estate is located) (as between the Sponsoring Broker and Seller), shall be filed through the small claims procedures established through courts of local jurisdiction for the County in which the subject Real Estate is located. Seller agrees that any disputes or claims arising out of or relating to this Agreement in an amount exceeding the County's small claims maximum threshold, for the County in which the subject Real Estate is located, including without limitation, disputes for the return of the Earnest Money, the breach of this Agreement, or the services provided in relation to this Agreement, negligence and/or fraud ("Disputes"), shall be submitted to mediation in accordance with the Rules and Procedures of the Homesellers/Homebuyers Dispute Resolution System as established by the National Association of REALTORS®. The mediation shall be conducted solely between the Seller and the Sponsoring Broker, and no other third parties may be involuntarily joined into such process. Any Agreement signed by the Parties pursuant to the mediation conference shall be binding. Any disputes not resolved by small claims procedure or mediation shall be arbitrated between the parties by the U.S. Arbitration and Mediation Midwest, Incorporated in accordance with its relevant arbitration rules. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other Party is entitled to costs of suit including a reasonable attorney's fee for having to comply with arbitration or defend or enforce the award. The provisions of this Section concerning arbitration apply to any Disputes or claims brought between the Parties.


The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanics' lien; or (d) any matter which is in the jurisdiction of a probate court.

The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment, receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Section nor shall it constitute a breach of the duty to mediate and/or arbitrate. The escrow agent may not be joined in any action involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the final judgment or arbitration award. However, the Escrow Agent may institute an interpleader action to determine the proper receipt of the Earnest Money. any attorney's fees or other expenses of the Escrow Agent shall be paid from the Earnest Money prior to disbursement to the Parties.


**21. REMEDIES UPON DEFAULT.** If either party defaults in the performance of any obligation of this Agreement, the party claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of the nature of the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with a deadline to cure the default. In the event the default is not cured, then the Non-Defaulting party may seek any remedy at law or in equity. In the event of litigation or arbitration between the Parties, the prevailing party may recover, in addition to damages and/or equitable relief, the cost of litigation, applicable fees, and reasonable attorney's fees.

Seller

  
07/05/25  
11:44 AM CDT  
dotloop verified

  
07/05/25  
12:01 PM CDT  
dotloop verified

- 369 22. **NOTICES.** Any notice required under this Agreement shall be given to the other party, in writing, either personally, by  
370 facsimile/electronic transmission or Certified Mail, postage prepaid, with Return Receipt Requested, at the last known  
371 address or transmission number of the party. All such notices shall be deemed to have been given on the date of personal  
372 service or on the date of proof of successful facsimile/electronic transmission. Such notice shall be sufficient if served upon  
373 or addressed to any one Seller.  
374
- 375 23. **FACSIMILE/ELECTRONIC COPIES.** Fully executed facsimile/electronic (e-mail, scanned, digital signatures, etc.)  
376 copies shall be deemed true copies including signatures of the parties; however, the parties shall exchange original  
377 documents if required.  
378
- 379 24. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and **NO ORAL**  
380 **REPRESENTATION**, warranty or covenant exists other than those herein set forth.  
381
- 382 25. **AMENDMENTS.** No amendment or alteration to the terms of this Agreement, including (but not limited to) the  
383 amount and/or timing of the compensation to be payable to Sponsoring Broker, shall be valid or binding unless made  
384 in writing and signed by the parties.  
385
- 386 26. **GOVERNING LAW.** Terms and provisions of this Agreement shall be interpreted, subject to and governed by the laws  
387 of the State of Illinois.  
388
- 389 27. **CONSTRUCTION.** Words of gender used in this Agreement, shall be held and construed to include any other gender,  
390 and words in the singular shall be held in the plural, and vice versa, unless the context requires otherwise.  
391
- 392 28. **BINDING EFFECT.** This Agreement shall be binding on and for the benefit of the parties and their respective heirs,  
393 personal representatives, executors, administrators, successors or assigns.  
394
- 395 29. **AGENT INTEREST.** Pursuant to 225 ILCS 454/10-27, N/A is a licensed real estate broker and  
396 has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this transaction.  
397
- 398 30. **ACCURACY OF INFORMATION.** This information concerning the property set forth in this agreement has been  
399 furnished to the Sponsoring Broker by the Seller or his representatives, and the Seller represents that to the best of his  
400 knowledge, information, and belief, such information is true, and if it is established that such information and  
401 representations are incorrect or untrue, Seller agrees to indemnify and hold harmless the Sponsoring Broker from any  
402 and all loss, damage or expense to which Sponsoring Broker may be subjected in connection therewith, including  
403 attorney's fees. Seller will not be liable for negligent acts or omissions of the Sponsoring Broker.  
404
- 405 31. **ADDENDA.** If checked, the following pre-printed addenda are made a part of this Listing Agreement.
- ☒ **Addendum R - Residential Real Property Disclosure Report**  
☐ **Auction Attachment**  
☒ **Lead Based Paint Disclosure**  
☐ **Lockbox Authorization**  
☒ **Radon Disclosure**  
☐ **Short Sale Addendum**  
☐ **Solar Panel Addendum**  
☐ **Additional Addendum** \_\_\_\_\_
- 406  
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414
- 415 32. **SPECIAL AGREEMENT(S).** \_\_\_\_\_  
416  
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- 419 33. **TERMINATION.** Sponsoring Broker shall be entitled to terminate this Exclusive Right to Sell Listing Agreement in the  
420 event of Seller's refusal or inability to conform to the Seller's obligations provided herein. The Broker Termination of  
421 Listing Agreement shall be used to memorialize Broker's election to terminate this Agreement and each Party's  
422 release of rights and obligations arising hereunder.

Seller    
07/05/25 07/05/25  
11:44 AM CDT 12:01 PM CDT  
dotloop verified dotloop verified



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424

34. **AUTHORITY TO SIGN.** By signing this document, you are certifying that you are the authorized owner(s) of the Property and can legally sign for and bind the Property.

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*Jeffrey Wombacher*

dotloop verified  
07/05/25 11:44 AM CDT  
AGD7-J8NC-FCBS-LAJK

SELLER SIGNATURE

Jeffrey Wombacher  
PRINT SELLER'S NAME

SELLER'S ADDRESS

SELLER'S PHONE/FAX #

wombacherjeff@yahoo.com  
SELLER'S EMAIL ADDRESS

By: 

*Amber Skinner*

dotloop verified  
07/07/25 7:21 AM CDT  
ZT88-BSHW-RNGJ-VDTM

SELLER'S DESIGNATED AGENT(S)

By:

SELLER'S DESIGNATED AGENT(S)

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*Laurie Wombacher*

dotloop verified  
07/05/25 12:01 PM CDT  
1EUX-S3RC-BE6P-LFNN

SELLER SIGNATURE

Laurie Wombacher  
PRINT SELLER'S NAME

SELLER'S ADDRESS

SELLER'S PHONE/FAX #

laurienina83@gmail.com  
SELLER'S EMAIL ADDRESS

*Brenda Chandler*

dotloop verified  
07/07/25 7:43 AM CDT  
I1RW-PCH8-IDFH-XAXF

Signature of Sponsoring Broker or Designated Managing Broker on behalf of the Sponsoring Broker

DATE AND TIME ACCEPTED BY Sponsoring Broker or Designated Managing Broker on behalf of the Sponsoring Broker

**(This Listing Agreement shall not be valid until it has the signature of the Sponsoring Broker or Designated Managing Broker on behalf of the Sponsoring Broker)**

Seller 

*JW*

07/05/25  
11:44 AM CDT  
dotloop verified

*LW*

07/05/25  
12:01 PM CDT  
dotloop verified



# **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: 215 S. Jefferson

City, State & Zip Code: Mascoutah, IL 62258

Seller's Name: Jeffrey Wombacher and Laurie Wombacher

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 07/04/2025. 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. (If "no," please identify capacity or explain relationship to property.) Rental Property
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I currently have flood hazard insurance on the property.
3.	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	I am aware that the property is located in a floodplain.
5.	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	I am aware of leaks or material defects in the roof, ceilings, or chimney.
7.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the walls, windows, doors, or floors.
8.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the electrical system.
9.	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the well or well equipment.
11.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe conditions in the drinking water.
12.	<input type="checkbox"/>	<input 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 type="checkbox"/>	I am aware of material defects in the fireplace or wood burning stove.
14.	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of radon on the premises.
16.	<input type="checkbox"/>	<input 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 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 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 type="checkbox"/>	I am aware of current infestations of termites or other wood boring insects.
20.	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	I am aware of underground fuel storage tanks on the property.
22.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I am aware of boundary or lot line disputes.
23.	<input type="checkbox"/>	<input 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 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: *Jeffrey Wombacher*

dotloop verified  
07/05/25 11:44 AM CDT  
E2KG-MEON-KD91-A2WT

Date: \_\_\_\_\_

Seller: *Laurie Wombacher*

dotloop verified  
07/05/25 12:01 PM CDT  
O4TH-ZJ4-C452-VBY5

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 real property as:
  - i. an owner;
  - ii. a beneficiary of a trust;
  - iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or
  - iv. a contract purchaser or lessee of a ground lease.

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

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

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

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

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

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

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

**Section 25. Liability of seller.**

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

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

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

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

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

**Section 40. Material defect.**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Date provided to Buyer: \_\_\_\_\_

Seller:	<i>Jeffrey Wombacher</i>	dotloop verified 07/05/25 11:44 AM CDT SXWJ-ONRF-F3RM-PVPM	<i>Laurie Wombacher</i>	dotloop verified 07/05/25 12:01 PM CDT JFIS-VHZD-TNKR-DLVB



# 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		dotloop verified 07/05/25 11:44 AM CDT JAMF-BZX6-3DPY-FLLK	Date	_____
Seller		dotloop verified 07/05/25 12:01 PM CDT QVYR-LDKJ-WKQR-PUJC	Date	_____
Purchaser			Date	_____
Purchaser			Date	_____
Agent		dotloop verified 07/07/25 7:21 AM CDT Q4SG-CRQK-ZI6D-1NTR	Date	_____
Agent			Date	_____

Property Address: 215 S. Jefferson

City, State, Zip Code: Mascoutah, IL 62258

ILLINOIS REALTORS®



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

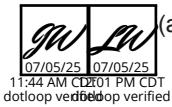
# LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

## 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:** 215 S. Jefferson, Mascoutah, IL 62258

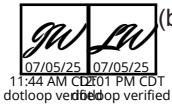
## Seller's Disclosure (initial)



(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.

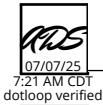
(d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

(e) Purchaser has (check one below):

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

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

## Agent's Acknowledgment (initial or enter N/A if not applicable)



(f) Seller's 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.



(g) Purchaser's 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.<sup>1</sup>

## 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	<i>Jeffrey Wombacher</i>	dotloop verified 07/05/25 11:44 AM CDT O397-F73O-HWMP-GVLW	Date _____	Purchaser		Date _____
Seller	<i>Laurie Wombacher</i>	dotloop verified 07/05/25 12:01 PM CDT MTN9-CKJW-HW7U-4FX9	Date _____	Purchaser		Date _____
Seller's Agent	<i>Amber Skinner</i>	dotloop verified 07/07/25 7:21 AM CDT YYKW-ZDEZ-ELJI-0GOA	Date _____	Purchaser's Agent <sup>1</sup>		Date _____

<sup>1</sup> Only required if the purchaser's agent receives compensation from the seller.

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

