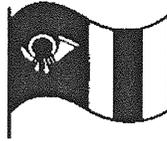


NOTICE

PURSUANT TO THE OPEN MEETINGS ACT, notice is hereby given of a special meeting of the Finance Committee of the City of Belleville which will be held on Monday, August 25, 2014 at 5:00 p.m. in the Council Chambers at City Hall, 101 South Illinois Street, Belleville, Illinois.

PURSUANT TO THE OPEN MEETINGS ACT, notice is hereby given of a special meeting of the City Council of the City of Belleville which will be held on Monday, August 25, 2014 at 5:30 p.m. in the Council Chambers at City Hall, 101 South Illinois Street, Belleville, Illinois.

Dallas B. Cook
City Clerk



CITY FLAG
DESIGNED BY
FREDRICK L. LANGE
JULY 6TH 1964

**SPECIAL CITY COUNCIL AGENDA
CITY OF BELLEVILLE
AUGUST 25, 2014 AT 5:30 P.M.**

1. CALL TO ORDER BY MAYOR AND EXPLANATION OF DISASTER PROCEDURES.
2. ROLL CALL ALDERMEN
3. ROLL CALL DEPARTMENT HEADS
4. PLEDGE OF ALLEGIANCE
5. PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)

(A) MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL IN ACCORDANCE WITH SECTION 2.06(G) OF THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/2.06(G)).

(B) PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES PER SPEAKER.

(C) THE SUBJECT OF PUBLIC COMMENTS SHALL BE REASONABLY RELATED TO MATTER(S) IDENTIFIED ON THE MEETING AGENDA AND/OR OTHER CITY BUSINESS.

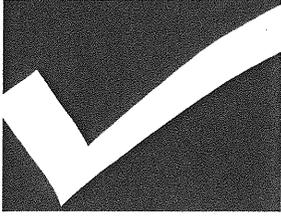
(D) REPETITIVE PUBLIC COMMENTS SHOULD BE AVOIDED, TO THE EXTENT PRACTICAL, THROUGH ADOPTION OF PRIOR PUBLIC COMMENT (EG. AGREEING WITH A PRIOR SPEAKER).

(E) THE FOLLOWING CONDUCT IS PROHIBITED DURING PUBLIC PARTICIPATION:

- ACTING OR APPEARING IN A LEWD OR DISGRACEFUL MANNER;
- USING DISPARAGING, OBSCENE OR INSULTING LANGUAGE;
- PERSONAL ATTACKS IMPUGNING CHARACTER AND/OR INTEGRITY;
- INTIMIDATION;
- DISORDERLY CONDUCT AS DEFINED IN SECTION 30-1-2 OF THIS REVISED CODE OF ORDINANCES;

(F) ANY SPEAKER WHO ENGAGES IN SUCH PROHIBITED CONDUCT DURING PUBLIC PARTICIPATION SHALL BE CALLED TO ORDER BY THE CHAIR OR RULING BY THE CHAIR IF A POINT OF ORDER IS MADE BY A SITTING ALDERMAN.

6. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES, AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF.
 - A. ALDERMAN SILSBY WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE FINANCE COMMITTEE:
 1. MOTION TO HIRE THE FOLLOWING THREE PROBATIONARY POLICE OFFICERS TO REPLACE THREE POLICE RESIGNATIONS AS RECOMMENDED BY THE BOARD OF POLICE AND FIRE COMMISSIONERS: BEAU W. BARFIELD, MICHAEL J. BORKOWSKI, AND HEZEKIAH WEBB.
 2. MOTION TO APPROVE THE SALE OF PROPERTY AT 515 SOUTH 17TH STREET.
7. MISCELLANEOUS & NEW BUSINESS
 - A. THE CITY COUNCIL MAY GO INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL, LITIGATION, AND PROPERTY ACQUISITION.
8. ADJOURNMENT (ALL QUESTIONS RELATING TO THE PRIORITY OF BUSINESS SHALL BE DECIDED BY THE CHAIR WITHOUT DEBATE, SUBJECT TO APPEAL).



SPECIAL FINANCE COMMITTEE MEETING AGENDA

August 25, 2014

5:00 P.M.

City Hall First Floor Council Chambers

Meeting called by: **Chairman Silsby** Type of Meeting: **Regular**

Members: **Heisler, Schmidt, Randle, Davidson, Silsby, Seibert, Galetti, Musgrove**

----- Agenda Topics -----

- **Call To Order** **Chairman Silsby**
- **Emergency Evacuation Instructions** **Chairman Silsby**
- **Public Participation**
- **Sale of Property 515 South 17th Street** **Bob Sabo**
- **Motion to Hire the Following Three Probationary Police Officers to Replace Three Police Resignations: Beau W. Barfield, Michael J. Borkowski, and Hezekiah Webb** **Mayor Eckert**
- **Adjourn**

Other Information

08-19-14

515 S 17th St Belleville Il

Timeline:

August 7th, 2013 after three weeks of advertisement and holding two open houses in the attempt to sell the City owned property at 515 S 17th St. no bids were received.

October 3rd, 2013 the property at 515 S. 17th was listed with Stellhorn Realty for the asking price of \$49,900. Little or no activity, with negative responses from work through interested parties.

November 27th, 2013 the asking price was lowered to \$44,900. Continued to have very little activity for showings.

On July 29th 2014 a contract offer was made on the property in the amount of \$24,900. The offer is contingent on acceptance by the Health & Housing Committee and the City Council.

At the Health and Housing Committee meeting on August 6th 2014 the contract offer was unanimously accepted by the members.

The house was originally appraised at \$48,900 however there are numerous issues with plumbing and electrical code violations. Also there is a leak in the basements foundation which has seeped water into the basement. Additional damage has occurred during the sale process, where the living room ceiling has caved-in from an apparent water leak. The buyer is aware of all the issues and the contract offer was made with the necessary repair expenses figured.

No other offers or interest in this property has been developed. The main concern is of further deterioration to the residence.

The buyer is Three Red Towers LLC and apparently will be transformed into rental property.

Copy of the sales contract is attached for your review.

Bob Sabo

Bob Sabo

From: Connie Stellhorn [connie@stellhornrealty.com]
Sent: Tuesday, July 29, 2014 7:15 AM
To: Bob Sabo
Subject: Pics of more damage



photo 1.JPG (848 KB) ATT00004.txt (99 B) photo 2.JPG (1 MB) ATT00007.txt (243 B)

Good morning Bob,

I wanted to send these pics to you to make you aware the house is deteriorating and this is additional damage. Also the extended closing date is due to the seller wanting to complete another purchase prior to this property. I will talk to you shortly.

Thank You!
Connie





Bob Sabo

From: connie@stellhornrealty.com
Sent: Tuesday, July 29, 2014 11:09 AM
To: Bob Sabo
Subject: Offer on 515 S. ~~St. Louis~~ S. 17th St.

Bob,

Per our conversation, I have attached the offer and indicated where initials and signatures are required. Please indicate the date, and seller's response on page 11, line 589. Also, I would like to draw your attention to page 10, Section 38, line 558, Special agreements- The sale is contingent on the approvals of the necessary entities.

I have also attached the disclosures which do not need to be return. Please advise which title company we will be utilizing when returning the offer. I am willing to meet with anyone necessary or answer any questions.

Thank you for allowing me to assist you,
Connie

Connie Stellhorn, GRI, QSC, BPOR
Managing Broker of Stellhorn Realty, Inc.
2013 President of the Realtor Association of Southwestern IL
309B East Main
Belleville, IL 62220
618 234-6622
800 591-4882 fax
618 304-7557 cell



7/29/2014



CONTRACT TO PURCHASE REAL ESTATE



This Contract has been prepared by legal counsel to SIR/MLS, Inc. and is intended solely for use by REALTOR® members of the REALTOR® Association of Southwestern Illinois, Inc. and the Greater Gateway Association of REALTORS®, Inc. Any unauthorized use is strictly prohibited.

Date: 07/28/2014

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

1. MUTUAL COVENANTS. Seller agrees to sell and Buyer agrees to purchase the following described real estate, together with all appurtenances thereof upon the terms set forth in this Contract: Legal Description:

08-20.0-414-026
Parcel Number 08-20.0-414-026 situated in St. Clair County, Illinois, commonly known as 515 S 17th, Belleville, IL 62226 with an approximate lot size of 50 x 148 x 52 x 147 ("Property") Mobile home Model ID#

"Buyer" and "Seller" as used in this Contract shall mean those parties respectively set forth on the signature page hereof. For purposes hereof, this document and all approved addenda shall be referred to as the "Contract".

2. DUAL AGENT. The Parties confirm(s) that they have previously consented to the Designated Agent (designated on the last page of this Contract), acting as a dual agent in providing brokerage services on behalf and specifically consent(s) to such Designated Agent acting as a dual agent in regard to this transaction.

SELLER INITIALS BUYER INITIALS

3. INCLUSIONS/EXCLUSIONS: The following ITEMS, only if present in the Property, are included in the sale and are the exclusive property of the Seller, having been paid in full:

- Above Ground Swimming Pool & Equipment, All Bathroom Mirrors, All Ceiling Fans, Attached Mirrors, Attic Fan, Awnings, Blinds, Built-in Appliances, Carpeting, Central Vacuum/Attachments, Curtain Rods, Exterior Gas or Electric Lights, Fences, Fireplace Screens/Doors, Fuel Tank & Fuel, Garage Door Opener & All Remotes, Gas Grill (attached), Gas Logs, HVAC System, Light Fixtures, Plants & Shrubbery, Satellite Dish/Receiver, Screens, Security System, Shades, Smoke Alarm, Storm Doors/Windows, Sump Pump, Television Antenna, Utility Shed, Ventilating Fans, Water Heater, Water Softening System

In addition, the following items are included: stove/range

The following items are excluded:

4. OFFER AND ACCEPTANCE. These terms shall constitute an offer, which shall expire and any Earnest Money (hereafter defined) shall be returned, unless the offer is accepted on or before the Acceptance Deadline (hereafter defined). NO CONTRACT SHALL EXIST BETWEEN THE PARTIES UNLESS THIS CONTRACT AND ALL ADDENDA (INCLUDING COUNTER OFFERS) IS/ARE SIGNED BY BOTH BUYER AND SELLER. THE "EFFECTIVE DATE" OF THE CONTRACT SHALL BE THE LAST DATE THAT ALL PARTIES HAVE SIGNED THIS CONTRACT AND ALL ADDENDA (INCLUDING COUNTER OFFERS, IF ANY).

5. TENANCY. Title to be taken as (Choose one) joint tenants tenants in common tenants by the entirety tenant in severalty to be determined.

6. PURCHASE PRICE. \$24900.00 ("Purchase Price") \$500.00 ("Earnest Money") to be held in the escrow account of Stellhorn Realty, Inc, escrow agent, for disposition in accordance with this Contract and as required by law.

7. HOME WARRANTY PLAN. Homeowner's warranty Contract waived provided by: Buyer Seller from not to exceed the cost of \$. The Parties are advised

INITIALS HERE

INITIALS

34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98

that one of the real estate agencies may receive compensation from the company issuing the Homeowner's warranty Contract.

8. **CLOSING AND POSSESSION.** The "Closing" or "Closing Date" is the day on which the Parties have fulfilled their obligations under the Contract, including instruments necessary to convey title and the deposit of the Purchase Price for disbursement to the Seller. The Closing under this Contract shall take place on or before 09/26/2014 at the office of the title company or insured escrow agent ("Closing Agent" or "Title Company") as chosen by the Seller, subject to the provisions of this Contract. **Except as may be provided by Addendum, Seller shall deliver possession and keys to the Property to the Buyer no later than the time of Closing.** Seller agrees to leave the Property in broom clean condition, free of all litter, trash and/or debris, and to remove all personal property not sold to Buyer. Buyer and Seller authorize the Closing Agent to release to the real estate agent(s) signed copies of the HUD/RESPA statement, including both Buyer and Seller information. Seller grants Buyer and Buyer's Designated Agent the right to enter and "walk through" the Property and the right to have utilities turned on or transferred, at Buyer's expense, **within four (4) days prior to Closing.** The purpose of the "walk through" is for the Buyer and Buyer's inspector and/or contractors to verify that the Property is in the same general condition it was as of the Effective Date of this Contract and the agreed upon repairs, if any, were completed in a workmanlike manner. Waiver of inspections herein does not waive the right to a "walk through" prior to Closing.

9. **PROPERTY INSPECTION CONTINGENCY.** Subject to the terms of this Section 9, Buyer and Seller agree that the Property is being sold in its present, "AS IS" condition, with no warranties, expressed or implied, and that conditions of the Property that are visible on a reasonable inspection by the Buyer should either be taken into account by the Buyer in the Purchase Price, or the Buyer should make the correction of these conditions by Seller a requirement of the Contract; this provision shall survive Closing and delivery of Seller's deed to the Buyer.

(A) **DUE DILIGENCE.** The Parties also acknowledge that the real estate agents and agencies involved in this transaction have no special training or experience with respect to the many structural and environmental aspects of the Property, or with discovering and/or evaluating defects, including, but not limited to, structural defects, roof, basement, mechanical equipment, radon gas, lead based paint hazards, sewer systems, wells, mold and mold infestation, plumbing, asbestos, exterior drainage, termite or other type of wood destroying insect infestation or damage. Buyer acknowledges that he will carefully inspect the Property or has been offered the right to have the Property inspected. Buyer also agrees to verify and inspect any defects listed on the Residential Real Property Disclosure Report or the Lead Based Paint Disclosure, Mold Disclosure, if applicable, that are important to Buyer by an independent investigation. Buyer acknowledges that neither Seller nor any real estate agent(s) is an expert at detecting or repairing physical defects in the Property. Buyer states that no important representations concerning the condition of the Property are being relied upon by Buyer, except as disclosed in writing or as fully set forth herein.

PAINTING, DECORATING OR OTHER ITEMS OF A COSMETIC NATURE, REGARDLESS OF THE COST TO REMEDY, SHALL NOT CONSTITUTE A DEFECT FOR THE PURPOSE OF THIS PROPERTY INSPECTION CONTINGENCY.

(B) **TIME FRAME.** *Within twenty (20) days after the Acceptance Deadline or ten (10) days prior to the Closing Date, (whichever date is earlier),* Buyer, at his option and expense, may obtain written inspection reports from qualified engineers, licensed home inspection services, licensed contractors, environmental, and/or utility companies of the Property and improvements limited to latent defects, structural defects, water intrusion, environmental hazards and damage (including but not limited to, subsidence, undermining, settling, known existing or past mold presence, asbestos, lead and/or lead paint, radon gas, dioxin, and storage of hazardous chemicals—other than those specifically set forth in writing in this Contract), plumbing, water (e.g. source of household water, irrigation, water treatment system, sprinkler system) wells, sewer drainage, basement leaks and mechanical equipment, including appliances, and shall furnish a copy thereof and the Inspection Response to Seller stating in writing any defects unacceptable to Buyer. Failure of Buyer to serve the Inspection Response to the Seller within such time shall waive the contingency. Seller agrees, at his expense, to have all utilities turned on during the period required for the inspection herein, and to make the Property available for inspections on reasonable notice.

Buyer shall have the option of declaring the Contract null and void within **five (5) days of receipt of any written notice or disclosure**, which indicates that the Property is located in a special flood plain hazard area and which requires the buyer to obtain flood insurance. For Termination Procedure see Paragraph 36. Notwithstanding the foregoing, this option shall not exist in the event such written notice of disclosure was provided in the Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Acceptance Deadline.

(C) **ENVIRONMENTAL DEFECT.** For purposes of this section an environmental defect is a toxic or hazardous substance at a level and condition found above those set as acceptable by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Illinois Emergency Management Agency or applicable local governmental agency. If the stated defect is any toxic or hazardous substance, then Seller, at his option and expense, must have the substance remediated, removed, or reduced to an acceptable level prior to Closing and provide the Buyer proof of re-inspection by the same inspector(s) as previously used or by similarly qualified inspector(s), or terminate the

INITIALS
HERE

INITIALS JKH

99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117

Contract by serving Termination Notice on the Buyer with a release of the Earnest Money. Buyer, at his sole discretion, may accept the plan of remediation or determine to terminate this Contract. In the event either Seller or Buyer elects to terminate the Contract due to an environmental defect as provided herein, the non-terminating Party shall be obligated to sign the document terminating this Contract. For Termination Procedure see Paragraph 36.

(D) **STRUCTURAL DEFECT.** If the stated defect is a structural defect in the foundation, footings, roof construction, sheathing (excluding flashing and coverings), or load-bearing walls that affects the structural integrity of any improvements, Buyer, at his option, may terminate this Contract by delivery of the Termination Notice to Seller. For Termination Procedure see Paragraph 36.

(E) **INSPECTION REMEDIES.** If the Contract is not declared terminated pursuant to Section C Environmental Defect or Section D Structural Defect as described above, and the Buyer has delivered Buyer's Inspection Response within the timeframe of "B" above to the Seller, then Buyer and Seller shall have **ten (10) days after Seller's receipt of the Inspection Response in which to reach an agreement in writing for the repair of such defects by the Closing Date, including, but not limited to:**

- (a) Who shall pay a specific portion of such repairs and the individual contractors who will do the work, or
- (b) An agreed monetary adjustment at Closing in lieu of the correction of defects, or
- (c) Terms which include who shall pay and what contractors will do a portion of the work together with an agreed monetary adjustment at closing.

(Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance).

120
121
122
123
124
125
126

If no written agreement is reached within **said ten (10) days**, then either party may terminate this Contract by delivery of a Termination Notice to the other party. Notwithstanding the previous sentence, **within the ten (10) day period**, the Seller's written commitment to correct all the non-structural defects at his expense prior to Closing or the Buyer's written commitment to accept the Property without correction of the defects shall also constitute an "agreement" for purposes of this Section, even if earlier negotiations failed to produce an agreement. In the event of termination, Buyer must show proof of payment to all inspectors prior to release of the Earnest Money. For Termination Procedure see Paragraph 36.

127
128
129
130
131
132
133
134

(F) **LIABILITY DISCLAIMER.** The real estate agent(s) shall not be liable in any way for damages incurred pertaining to which inspector or inspectors are chosen to conduct the inspection, the results of any inspections or findings of any Parties in connection with an inspection, or the expense of any party in connection with this or any other provision forming part of this Contract. Seller warrants that as of the date the Contract was signed, he has not received any written notification from any governmental agency requesting any repairs, replacements or alterations to the Property, which have not been satisfactorily made or disclosed to the Buyer in writing and will promptly inform Buyer of any such notice received prior to closing.

135

10. FINANCING CONTINGENCY.

136
137
138
139
140
141
142
143
144
145

Mortgage Loan. This Contract is contingent upon Buyer obtaining a mortgage loan commitment with a Loan Amount: 80 % of the Purchase Price; Initial annual interest rate not greater than: 6.00 % for a term no less than 15 years amortized over 15 years.
Other terms: _____ ("Loan Terms") Seller agrees to pay up to \$ _____ of Buyer's loan Closing costs, prepaid expenses, origination fee and discount costs (points). Pre-approval letter from Buyer's lender attached or shall be submitted to Seller by 07/29/2014 (date) ("Pre-Approval Deadline"). If the Buyer does not provide a written pre-approval letter by the Pre-Approval Deadline, Seller may terminate this Contract by delivery of a Termination Notice **within five (5) days** after such Pre-Approval Deadline. Failure of Seller to timely deliver such Termination Notice shall be considered a waiver of Seller's rights to receive the Pre-Approval Letter. For Termination Procedure see Paragraph 36.

146
147
148
149
150

In the event Buyer timely satisfies delivery of a pre-approval letter, Seller waives delivery of a pre-approval letter, or a pre-approval letter is not otherwise required by this Contract, the Buyer must also satisfy the balance of the obligations set forth in this Paragraph 10 Financing contingency within **Thirty (30) days after the Acceptance Deadline or ten (10) days prior to the Closing Date** (whichever date is earlier) ("Finance Contingency Deadline").

151
152
153
154

TYPE: CNV. FHA Rural Dev. VA Other _____ (Insert appropriate Letter C, D, E or F)
Buyer is required to immediately apply for the financing indicated above and may not rely on any other contingency in this Contract or Addenda to this Contract to delay such application. Buyer shall use due diligence and good faith in obtaining such financing or assumption and in serving upon Seller written

INITIALS
HERE

INITIALS

evidence of a commitment for same (i.e.: all appraisals completed, no sale of other property unless provided by addendum) ("Loan Commitment"). If Buyer has been unable to obtain a Loan Commitment and has served a copy of a written statement by the lender of such inability upon the Seller by the Finance Contingency Deadline, the Buyer may terminate this Contract by service of the Termination Notice on the Seller on or before such Financing Contingency Deadline. If Buyer has not served upon Seller written evidence of a Loan Commitment on or before the Finance Contingency Deadline Seller may, within five (5) days after the Finance Contingency Deadline, terminate this Contract by service of the Termination Notice on Buyer. For Termination Procedure, see paragraph 36. The Parties herein grant to the Buyer's lender the permission and authority to disclose information concerning the status of the loan (such as additional requirements or predications) to the respective Designated Agents.

The Parties are cautioned that inspection/repairs to the Property may be a requirement for any loan. Buyer agrees to accept the financial responsibility for any and all inspections, which may be required by the lender whether, said inspection is for, but not limited to, heating systems, cooling systems, roof condition, well(s), and /or septic systems(s) and/or the total cost of any survey.

(A) **FHA/Rural Development Mortgage Loan.** If either the "FHA or Rural Development Mortgage Loan" box is marked, then this Contract is contingent upon Buyer securing a commitment for a FHA or Rural Development mortgage loan based upon the Purchase Price as stated in this Contract, no greater than the Loan Terms as stated above. It is expressly agreed that notwithstanding any other provision of this Contract, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty for forfeiture of Earnest Money or otherwise unless the lender has delivered to the Buyer a written statement issued by the Federal Housing Commissioner or a Direct Endorsement lender or governing Rural Development authority setting the appraised value of the Property (excluding closing costs) of not less than the Purchase Price, which statement the lender (by regulation) hereby agrees to deliver to the Buyer promptly after such appraised value statement is made available to the lender. The buyer shall, however, have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage amount the Department of Housing and Urban Development ("HUD") will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself that the Purchase Price and the condition of the Property are acceptable. The Parties will sign the FHA Real Estate Certification forms or Rural Development forms required for all FHA/Rural Development mortgages promptly upon receipt of the forms for certification from the lender.

(B) **VA Mortgage Loan.** If the "VA Mortgage Loan" box is marked above, then this Contract is contingent upon Buyer securing a commitment for a VA mortgage loan (excluding closing costs), which is not less than the Purchase Price of the Property as stated in this Contract plus charges to be paid by Seller; and no greater than the Loan Terms as stated above. Buyer shall not incur any penalty by forfeiture of Earnest Money or otherwise be obligated to complete the purchase of the Property described herein, if the Purchase Price or cost exceeds the reasonable value of the Property established by the Veterans Administration. The Buyer shall, however, have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the reasonable value established by the Veterans Administration. If the Veterans Administration issues a certificate of reasonable value in an amount less than the Purchase Price of this Contract, Seller shall have the option, within ten (10) days after receipt of a copy from Buyer of such certificate of reasonable value, to reduce the Purchase Price to the amount specified therein, or to declare the Contract terminated by delivery of the Termination Notice to the Buyer, which includes a release of Earnest Money to the Buyer. For Termination Procedure, see Paragraph 36. Notwithstanding anything in this Contract to the contrary, if current Veterans Administration Regulations require the Seller to pay for the wood infestation report required by Section 12 of this Contract, such report must be paid by Seller.

(C) **Mortgage Assumption.** If the "Other" box is marked with the Letter C, this Contract is contingent upon Buyer, at Buyer's expense obtaining the lenders' consent, if necessary, to Buyer's assumption of Seller's mortgage, and Contract to pay the existing real estate mortgage loan with an approximate balance of \$_____ with an interest rate of not greater than _____% per annum, and with a transfer fee of no more than \$_____ or _____% of loan amount. Seller agrees to permit such assumption WITH WITHOUT (check one) release of Seller's obligations. Interest, and other loan expenses, shall be prorated as of Closing. If allowed by Seller's lender, any tax or insurance escrow shall be assigned to Buyer and paid for by Buyer at Closing.

(D) **Purchase Money Mortgage (Seller Financing).** If the "Other" box is marked with the Letter D, this Contract is contingent upon the Buyer obtaining a mortgage from Seller on the Loan Terms indicated above. Seller's attorney to prepare the necessary documents, at Buyer's cost and expense, for this transaction and the Parties

INITIALS
HERE

INITIALS

212
213
214
215
216
217
218
219

must agree on the form of same on or before the Finance Contingency Deadline. In the event the parties cannot so agree, either party may terminate this Contract. For Termination Procedure, see Paragraph 36.

(E)

Secondary Mortgage Loan. If the "Other" box is marked with the Letter E, this Contract is contingent upon the Buyer obtaining a second mortgage or bridge loan commitment for _____% of the Purchase Price from _____ at an initial rate not greater than _____%, for terms not less than _____ years amortized over _____ years with the loan origination fee (points to Buyer) not greater than _____% of the loan amount secured by this Property and/or other Property, _____ (address).

220
221
222
223

(F)

Contract for Deed. If the "Other" box is marked with the Letter F, the Seller shall prepare the necessary documents, at Buyer's cost and expense, for this transaction and the Parties must agree on the form of same on or before the Finance Contingency Deadline. Contract for Deed Addendum K is attached. For Termination Procedure, see Paragraph 36.

224
225
226
227
228
229

Cash Transaction. This Contract is not contingent on financing. Buyer shall provide to Seller written evidence of funds available to Close *on or before fifteen (15) days after Acceptance Deadline but no later than ten (10) days prior to Closing, whichever is earlier.* If Buyer fails to provide written evidence of funds as stated in the prior sentence, Seller may, at its option, and *within five (5) days* of Buyers failure to so provide, terminate the Contract by service of Termination Notice to Buyer. For Termination Procedure, see Paragraph 36.

230
231
232
233
234
235
236
237
238
239
240
241

11.

APPRAISAL. Buyer's lender may obtain an appraisal *no later than the Finance Contingency Deadline*, or if this Contract is a cash transaction (as provided in Section 10), Buyer at his option and expense may obtain an appraisal by a certified appraiser *within fifteen (15) days after the Acceptance Deadline.* If the appraisal report indicates that the appraised value is not equal to or higher than the Purchase Price, Buyer shall have the option to deliver a copy of the appraisal to the Seller *within two (2) days after it is available to Buyer requesting an adjustment to the Purchase Price.* If Seller does not agree to adjust the Purchase Price down to the appraised value *within five (5) days after Seller's receipt of the appraisal report,* Buyer at his option may terminate the Contract by delivery of a Termination Notice to Seller *within two (2) days following the aforementioned five (5) day period.* For Termination Procedure, see Paragraph 36. Nothing herein shall prevent Buyer and Seller from reaching a negotiated Purchase Price adjustment prior to the termination of the Contract. If Buyer is basing offer on square footage, measurements or boundaries, Buyer should have those items independently measured to verify any reported information.

242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265

12.

WOOD INFESTATION REPORT. *No later than ten (10) days prior to Closing, the Buyer,* at Buyer's option and expense (if a VA Mortgage Loan and required by the VA, at Seller's expense) may obtain a wood infestation and/or termite report from a licensed inspection service ("Insect Report") chosen by the Buyer. Should the Insect Report disclose either active infestation or substantial (not merely cosmetic) damage as a result of such existing or former infestation by termites or other wood-destroying insects about which there is no evidence of prior professional treatment, the Buyer may serve an Inspection Response on the Seller *within two (2) days after Buyer has received said Insect Report* requesting the Seller to remediate the concern raised in the Insect Report. The Seller shall, *within five (5) days after receipt of same ("Seller's Deadline"),* notify the Buyer of Seller's plan to correct such infestation and/or damage or other options as stated in the Inspection Response. If Seller fails to respond, or Buyer rejects Seller's plan, the Buyer may terminate the Contract by delivery to Seller of a Termination Notice. For Termination Procedure, see Paragraph 36. The Buyer, however, shall have the sole option to accept the Property in its condition for treatment and repair of the damage, which option the Buyer may accept *within two (2) days after the expiration of Seller's Deadline, or by the Closing Date, whichever date is earlier.* If the Buyer fails to accept the Seller's plan or the parties fail to negotiate a mutually acceptable plan *within two (2) days after the expiration of Seller's Deadline or by the Closing Date,* whichever is earlier, Seller may terminate this Contract and Buyer shall be entitled to a refund of Earnest Money. For the Termination Procedure see Paragraph 36. None of the real estate agents working with the parties shall be responsible in any way with respect to the findings disclosed in such Insect Report, nor for the procurement for the Insect Report, nor for the delivery of or responses to the Insect Report to either of the Parties, and have made no representations concerning prior report or inspections. Further, Buyer acknowledges that the real estate agents hereby state that the responsibility for inspection of the Property for termite or wood destroying insects is the obligation of the Buyer, and by executing this Contract, Buyer accepts said obligation without any recourse whatsoever against the real estate agents.

266
267
268
269
270

13.

GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT. 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").

271
272
273
274

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, promptly after the Acceptance Deadline. If not specified by Governmental requirements, then Seller will not be required to obtain occupancy inspection. If the Buyer is required to apply for an Occupancy Permit, Buyer shall apply for the Occupancy Permit within a

INITIALS
HERE

INITIALS *JRH*

275
276
277

reasonable time after the Seller has requested an occupancy inspection and shall obtain the Occupancy Permit, per Governmental requirements. Occupancy Regulation(s) must be actually complied with prior to Closing.

278
279
280
281
282
283
284
285
286

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.)

287
288
289
290
291
292

If no written agreement is reached within *said ten (10) days*, either party may terminate this Contract. For Termination Procedure, see Paragraph 36. A written commitment by Seller within *said ten (10) day period* to make all the required corrections, at his 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.

293
294

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

295
296
297
298
299

- 14. **ACCESS TO PROPERTY.** Seller agrees to permit access to the Property by governmental inspectors, contractors, pest inspectors, Property inspectors, engineers and appraisers selected by Buyer as provided for in the Contract, or inspectors required by Buyer's lender, upon reasonable advance notice to Seller. Buyer and Buyer's agent(s) may also be present during all such inspections and the "walk through." Buyer will hold harmless and indemnify Seller from mechanics liens accrued from its investigations of the property.

300
301

- 15. **ADJUSTMENTS AND CLOSING COSTS.** Unless otherwise agreed herein, adjustments, charges, and Closing costs are to be paid by the Parties as follows:

302
303
304
305
306
307
308
309
310
311
312
313
314

Buyer shall pay (where applicable):

- (a) Later date title charges and other Title Company charges (including closing, recording and escrow fees, and all title charges required by the Lender) customarily paid by Buyer;
- (b) Hazard insurance premiums; flood insurance premium, if required by lender;
- (c) Credit report(s), appraisal fees and survey;
- (d) Any charges imposed by the Buyer's lender, for example: points, loan discount fees, private mortgage insurance, VA funding fees, and other loan expenses; property inspections; municipal inspections and occupancy permit;
- (e) Taxes and assessments, subdivision assessments and condominium assessments levied after closing (see below);
- (f) Agreed repairs;
- (g) Real estate commission per written Contract with Buyer's agent; and
- (h) Wood infestation inspections (except as required by Veterans Administration Regulations)

315
316
317
318
319
320
321
322
323
324

Seller shall pay (where applicable):

- (a) Existing loans on Property (if not assumed by the Buyer);
- (b) Basic title insurance premium and other Title Company charges (including closing, recording and escrow fees) customarily paid by Seller;
- (c) Municipal inspection fees;
- (d) Taxes and assessments, subdivision assessments and condominium assessments levied before Closing (see Section 15 below) and revenue stamps;
- (e) Real estate commission per written Contract with Seller's agent;
- (f) Agreed upon repairs; and
- (g) Transfer of tenant security deposits (if applicable);

325
326
327
328
329
330
331
332

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the Closing date (Seller shall pay the last day)

- (a) Current rents (Seller to receive rent for day of Closing);
- (b) Rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
- (c) Ad valorem real estate taxes;
- (d) Subdivision upkeep assessments and monthly condominium fees;
- (e) Interest (when Buyer assumes an existing loan); and
- (f) Utility charges (including, but not limited to, water, sewer, trash and fuel including storage tank).

333
334
335
336
337
338

- 16. **TAXES AND ASSESSMENTS.** The ad valorem real estate taxes and assessments (both governmental and private) shall be apportioned through the Closing Date at the Seller's expense (Seller to have the last day). The proration thereof shall be calculated upon the basis of the most recent tax information, including confirmed multipliers. Any special assessment, regardless of whether such special assessment is a lien on the Property or is required under the covenants, restrictions, or declarations of a subdivision, development, or condominium, which is a onetime assessment being paid in installments by the Seller, shall be paid in full at

INITIALS
HERE

INITIALS

339 Seller's expense at the time of Closing. All such taxes and assessments shall constitute a credit to Buyer
 340 against the Purchase Price and shall relieve the Seller from any liability to Buyer in connection herewith;
 341 however, in the event that the real estate taxes and assessments (specified or otherwise) prorated hereunder
 342 are overpaid/underpaid by more than two hundred dollars (\$200.00), the party aggrieved by this
 343 discrepancy shall be promptly reimbursed such discrepancy by the party receiving the benefit of the
 344 discrepancy upon receipt of a written request along with verification of the overpayment/underpayment.
 345 Buyer should not assume that Buyer's future real estate tax bills on the property will be the same as the
 346 Seller's present tax bill. If the Property is not separately assessed and is part of a larger parcel assessed for
 347 tax purposes, the Taxes for the Property shall be further prorated as follows: (i) the value of all
 348 improvements on the Property as reflected in the County records and (ii) proportion that the square footage
 349 land area of the Property bears to the square footage land area of the larger parcel. IN ANY EVENT, THE
 350 REAL ESTATE AGENT(S) AND THE CLOSING AGENT SHALL NOT BE RESPONSIBLE TO EITHER PARTY FOR
 351 COLLECTION OF SUCH DISCREPANCY.

352 17. **DEED OF CONVEYANCE.** Seller shall execute a proper deed sufficient to convey the Property to Buyer, or
 353 Buyer's nominee, in fee simple, subject to exceptions permitted herein, and delivered to Buyer at Closing
 354 upon Buyer's compliance with the terms of this Contract.

355 18. **EVIDENCE OF TITLE.** Within a reasonable time after the Acceptance Deadline, Seller shall deliver a
 356 commitment for title insurance ("Title Commitment") issued by a title insurance company ("Title Company")
 357 regularly doing business in the county where the Property is located, committing the Title Company to issue a
 358 policy in the usual form insuring title to the Property in Buyer's name for the amount of the Purchase Price.

359 *Buyer is cautioned* that there may be subdivision covenants, bylaws, or other restrictions on the use of the
 360 Property, all of which should be recorded in the office of the Recorder of Deeds in the county in which the
 361 Property is located ("Title Restrictions"). Examples of restrictions include construction of improvements
 362 including room additions, a swimming pool, and non-residential uses of the Property such as use of a room
 363 for business or the right to keep certain vehicles or animals on the Property. The Buyer is advised to review
 364 all easements, government regulations and subdivision restrictions before Closing if the Buyer plans these or
 365 similar uses. If Buyer requires assistance in reviewing easements, surveys, restrictions or other matters
 366 affecting the title or use of the Property, Buyer should seek competent legal advice. The real estate agents
 367 have no responsibility to advise the Buyer about any Title Restrictions concerning the Property.

368 "Permitted Exceptions" to title shall include only the lien of taxes and assessments, zoning laws and building
 369 ordinances, easements, apparent or of record, which do not underlie the improvements or render Property
 370 unmarketable; covenants and restrictions of record which are not violated by the existing improvements or
 371 by the present use of the Property; existing mortgages (which will be satisfied at Closing, if not assumed);
 372 coal, gas and other minerals excepted or conveyed in prior transactions; and limitations and conditions
 373 imposed by the Illinois Condominium Property Act, if applicable.

374 In the event the Property is governed by the Condominium Property Act, Seller shall furnish Buyer a
 375 statement from the Board of Managers, Treasurer, or Managing Agent of the condominium association
 376 certifying payment of assessments for the condominium common expenses and, if applicable, proof of waiver
 377 or termination or any right of first refusal or general option to purchase contained in the declaration of
 378 condominium, together with any other documents required by declaration of condominium or bylaws thereto
 379 as precondition to the transfer of title.

380 Buyer shall deliver written notice of exceptions (other than the Permitted Exceptions) to which the Buyer
 381 objects and the reasons for the objection to the Seller within *seven (7) days after being furnished the Title*
 382 *Commitment*. Seller shall have *five (5) days* to have such title exceptions removed or demonstrate that the
 383 objections will be cleared prior to Closing. If Seller is unable to cure such title exceptions or demonstrate that
 384 the objections will be cleared prior to Closing, the Buyer shall have the option to terminate this Contract, in
 385 which case the Buyer shall deliver to Seller a Termination Notice. For the Termination Procedure, see
 386 Paragraph 36. In the event the Title Commitment is not available to allow the full time frames provided
 387 above, such time limitations shall be adjusted pro-rata to meet the Closing Date agreed to between the
 388 Parties. At closing, title shall only be subject to lien of taxes for current year and thereafter and permitted
 389 exceptions.

390 19. **SURVEY.** Buyer may obtain a survey at Buyer's cost, which shall be drawn by a licensed Illinois Land
 391 Surveyor, *at least ten (10) days prior to Closing*.

392 (a) *Within five (5) days of receipt of survey*, Buyer shall give written notice of objections to the survey,
 393 that: (1) are unacceptable to Buyer and (2) adversely affect the use of the Property. Failure of Buyer
 394 to serve written notice of objections to the survey on Seller within such time frame will constitute a
 395 waiver by Buyer of any survey objections.

396 (b) If Buyer does timely object, *Seller has five (5) days from receipt of the survey objections* to agree in
 397 writing to correct the survey defects, at Seller's expense, prior to Closing, or agree to reduce the
 398 Purchase Price based upon the survey objections.

399 (c) If Seller does not so agree as provided in 19(b) hereof, the Buyer may terminate this Contract by
 400 delivery of a Termination Notice to the Seller, unless Buyer, *within two (2) additional days*, agrees
 401 in writing to accept the Property subject to the survey objections. If the Buyer delivers the
 402 Termination Notice, the Seller shall promptly sign the Termination Notice to return the Earnest

INITIALS
 HERE

INITIALS

403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466

Money to the Buyer. (Note: In the event the Buyer terminates the Contract as a result of the survey, notwithstanding Section (b) above, the Buyer must provide proof of payment to the surveyor, prior to release of the Earnest Money). For the Termination Procedure, see Paragraph 36.

20. **HOMEOWNER INSURANCE.** This Contract is contingent upon Buyer's securing evidence of insurability for an Insurance Service Organization Homeowner 3 (ISOHO3) or applicable equivalent policy *within ten (10) Business Days after Acceptance Deadline*. If Buyer is unable to obtain evidence of insurability and serves written notice with proof of same to Seller within the time specified, this Contract shall be null and void and Seller shall promptly sign the Termination Notice. For the Termination Procedure, see Paragraph 36. If written notice is not served within the time specified, the Buyer shall be deemed to have waived the contingency and this Contract shall remain in full force and effect.

21. **NOTICES.** For the purposes of this Section and other provisions of this Contract, the Buyer or the Seller may be referred to as the "Party" or "Parties." All notices required shall be in writing and shall be served by one party or his Designated Agent to the other party or his Designated Agent. Notice to any one of a multiple person party shall be sufficient notice to all. Notice shall be given in the following manner:

- (d) By personal delivery of such notice deemed given upon personal delivery ; or
- (e) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be effective on the date of mailing (except mailing on Sunday or a holiday shall be considered effective the next business day); or
- (f) By facsimile transmission. Notice by facsimile transmission shall be effective as of the date and time of facsimile transmission, (except facsimile transmission on a Sunday or holiday shall be considered effective the next business day); or
- (g) By e-mail, which e-mail shall be deemed effective when transmitted (except e-mail transmitted on a Sunday or holiday shall be considered effective the next business day).

22. **RISK OF LOSS.** Risk of loss to the improvements on the Property shall be borne by the Seller until Closing. If, after the Contract is executed the Property is destroyed or damaged by fire, windstorm, or other casualty, Seller shall immediately notify Buyer in writing of the damage or destruction, and as soon as practicable, the amount of insurance proceeds payable, if any. In the event of such loss, the Parties will attempt to agree as follows: (A) Seller shall restore the Property to a condition mutually agreed upon by the Parties and Buyer, at his option and expense, may obtain written inspection reports from qualified engineers, licensed home inspection services, licensed contractors, environmental and/or utility companies to satisfy Buyer that said repairs have been performed or (B) Buyer shall proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies insuring the improvements. Notwithstanding the previous sentence, if the Parties fail to agree to (A) or (B) above *within ten (10) days after Buyer has received written notice of such damage or destruction and the amount of the insurance proceeds payable*, the Contract shall be considered terminated. For the Termination Procedure, see Paragraph 36. The termination hereunder does not constitute a default under this Contract by either party.

23. **REMEDIES UPON DEFAULT.** If either party defaults in the performance of any obligation of this Contract, 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, including enforcement of sale and damages. 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. In the event of Earnest Money dispute, parties acknowledge they must agree, in writing, to the disposition of Earnest Money or proceed to a resolution pursuant to the provisions of Paragraph 25. For the Termination Procedure, see Paragraph 36.

24. **EARNEST MONEY.** The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies held in escrow be deemed "abandoned" 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 broker of a written demand for the escrow monies by either principal to the transaction or either principal's duly authorized agent. In the event of Earnest Money dispute, parties acknowledge they must agree, in writing, to the disposition of Earnest Money as stated in the Termination Notice. Parties further acknowledge real estate brokers have no authority to release Earnest Money without signatures of all parties to the Contract. If the parties fail to agree, the disposition of the Earnest Money shall be distributed pursuant to Paragraph 25, namely, as agreed to by the parties in writing or as directed by a judge or arbitrator, as appropriate.

25. **LITIGATION/MEDIATION/ARBITRATION.** Seller and Buyer agree that all disputes or claims for \$5,000 or less shall be filed through the small claims procedures available through courts of local jurisdiction. Seller and Buyer agree that any other disputes or claims arising out of or relating to this Contract over \$5000, including, without limitation, disputes for the return of the Earnest Money or the overpayment /underpayment of taxes, the breach of this Contract, or the services provided in relation to this Contract, representations, made by the Buyer, Seller or other person or entity in connection with the sale, purchase, financing, condition, or other aspect of this Property, allegations of concealment, misrepresentations,

INITIALS
HERE

INITIALS

467
468
469
470
471
472

473
474
475
476
477
478
479
480

481
482
483
484

485
486
487
488
489
490
491
492
493

494
495
496
497
498

499
500
501
502
503

504
505

506
507
508

509
510
511

512
513
514
515
516

517
518
519

520
521
522

523
524

525
526
527
528

negligence and/or fraud ("Disputes"), shall be submitted to mediation in accordance with the Rules of 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 Buyer, and no real estate agents or other third parties may be involuntarily joined into such process. Any agreement signed by the Parties pursuant to the mediation conference shall be binding. The Parties shall pay the fees as set forth in the relevant rules as set forth herein.

The Parties further agree that any Disputes or claims for whatever cause or reason that are not resolved by mediation shall be settled by binding arbitration using the services of United States Arbitration & 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 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.

26. **ACCEPTANCE DEADLINE DEFINED.** "Acceptance Deadline" is the time from which various time limits and contingencies are to be measured. Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the deadline for acceptance that was provided to the last party whose signature resulted in a Contract (even if that signature was obtained before the deadline) provided however in the event no offer resulted in a Contract, "Acceptance Deadline" is defined as the deadline for acceptance provided in the most current offer.

27. **TIMING.** Except for the "Acceptance Deadline" as defined in Section 26 and a deadline stated in days in Addendum A, if any date, time period or deadline hereunder falls on a Sunday or a state or federal holiday, then such date shall be extended to the next occurring business day. Subject to this Paragraph 27, if any provision of the Contract or any Addendum refers to a date, time period, or deadline in "days", said reference to days shall mean calendar days unless specified otherwise.

28. **ACKNOWLEDGEMENT.** Buyer acknowledges receipt of the Residential Real Property Disclosure, which was dated prior to the Effective Date of the Contract.

29. **BINDING EFFECT.** The Contract shall be binding on and for the benefit of the Parties and their respective heirs, personal representatives, executors, administrators, successors or assigns. Unless specifically stated herein, all provisions of this Contract shall survive the Closing.

30. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties hereto and there are no other understandings, written or oral, relating to the terms hereof. The Contract may not be changed, modified or amended, in whole or in part, except in writing by all Parties.

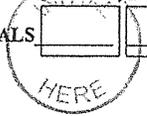
31. **ASSIGNABILITY OF CONTRACT.** This Contract is assignable by Buyer only with the written consent of Seller, whose consent shall not be unreasonably withheld. If Seller is taking back a note and mortgage as part of the Purchase Price, or Buyer is assuming an existing note and mortgage, Seller may withhold his consent in his sole and absolute discretion. An assignment does not relieve the Parties of their obligations under the Contract.

32. **GOVERNING LAW.** This Contract shall be considered a Contract for the sale of real property and shall be construed in accordance with laws of the State of Illinois. All Parties to the Contract agree to act in good faith and fair dealing with one another.

33. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and in masculine, feminine or neuter gender according to content. The Illinois Real Estate License Act, in effect on the Acceptance Deadline, shall take precedence over any definition herein to the contrary.

34. **FACSIMILE/ELECTRONIC COPIES.** Fully executed facsimile/electronic (e-mail, scanned, etc.) copies shall be deemed true copies, however, Parties shall exchange original copies as soon thereafter as practicable.

35. **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 HANDICAP, MILITARY STATUS OR UNFAVORABLE DISCHARGE FROM**

INITIALS


INITIALS 

529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557

MILITARY 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.

36. **TERMINATION PROCEDURE.** In the event either party to this Contract is entitled to deliver a Termination Notice to the other party pursuant to this Contract, the party receiving the Termination Notice has an affirmative obligation to sign the Termination Notice and the Earnest Money shall be disbursed to the terminating party. If a Termination Notice is provided by a party for a reason other than allowed in the Contract, including any agreed Addenda, that party shall propose a distribution of the Earnest Money that such party deems appropriate under the circumstances; and the receiving party shall accept or reject the proposed Termination Notice within the time requirements of this Paragraph. If either party submits a Termination Notice or refuses to sign the Termination Notice without right under the reasons submitted on the Notice, such party shall be considered in default as described in Paragraph 23. The Termination Notice shall be signed and returned *within five (5) days* or the terms of Paragraph 25 shall govern.

37. **ADDENDA.** If checked, the following pre-printed addenda are made a part of this Contract:

- Addendum A - Contingency on Sale and/or Closing of Buyer's Property
- Addendum B - Possession by Seller after Closing
- Addendum C - New Construction
- Addendum D - Repairs Addendum
- Addendum E - Additional Personal Property
- Addendum F - Limited Purpose Entry by Buyer prior to Closing
- Addendum G - Possession by Buyer prior to Closing
- Addendum K - Contract for Deed
- Addendum N - Notice of Short Sale Contingency
- Addendum S - Secondary Contract
- Addendum R - Residential Real Property Disclosure Report
- Lead Based Paint Disclosure
- Mold Disclosure
- Radon Disclosure
- Additional Addendum.

SPECIAL AGREEMENT(S):

Sale contingent on approval from Health & Housing Departement and Belleville City Council.

AGENT INTEREST. Pursuant to 225 ILCS 554/10-27 _____ is a licensed real estate agent and has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this transaction.

INITIALS. The Parties have initialed each of the eleven (11) pages of this Contract. Initialing each of the eleven (11) pages merely acknowledges that the Parties have read and understand the terms indicated on such pages; failure to initial all the pages shall not be cause to invalidate this Contract if all other conditions to the formation of the Contract are satisfied.

PLEASE PRINT

PARTIES:

SELLER City of Belleville BUYER Three Red Towers, LLC

Address: _____ Address: 125 Liberty Torch Ct,

City/State/Zip: _____ City/State/Zip: Belleville, IL 62220

SELLER _____ BUYER _____

Address: _____ Address: _____

City/State/Zip: _____ City/State/Zip: _____

E-mail Address (Optional): rsabo@belleville.net E-mail Address (Optional): jake.hottenrott@gmail.com

Listing Broker: Stellhorn Realty, Inc. Selling Broker: Stellhorn Realty, Inc.

Address: 309 B East Main Address: 309 B East Main

INITIALS



INITIALS JSA

Address 515 S 17th, Belleville, IL 62226

Date 07/28/2014

578 City/State/Zip: Belleville, IL 62220

City/State/Zip: Belleville, IL 62220

579 Phone/Cell: 618 234-6622

Phone/Cell: 618 234-6622

580 Designated Agent: Connie Stellhorn

Designated Agent: Connie Stellhorn

581 Phone: 618 304-7557

Phone: 618 304-7557

582 Fax: 800 591-4882

Fax: 800 591-4882

583 E-mail Address: (Optional): connie@stellhornrealty

E-mail Address: (Optional): connie@stellhornrealty

584 Contract to be accepted by Seller by 5:00pm on 07/31/2014.

THREE RED TOWERS, LLC 7/28/14

585 Buyer JAKB HOTTENROTT, OWNER/MEMBER Date

Buyer _____ Date

586 OFFER TO PURCHASE RECEIVED BY LISTING AGENCY:

I HEREBY ACKNOWLEDGE RECEIPT OF \$ _____

587 DATE 7/28/2014

EARNEST MONEY MENTIONED ABOVE.

588 BY Connie Stellhorn

BY _____

589 On this _____ day of _____, _____ (year), Seller Accepts Rejects or Counter Offers - the foregoing
590 contract. If Seller counters, Counteroffer Addendum is attached.

SIGN HERE

Seller Date

Seller Date

591

Seller Date

Seller Date

592 TITLE COMPANY INFORMATION:

593 Name: Seller's Choice Contact: _____

594 Address: _____

595 Phone: _____ Fax: _____ E-Mail Address: _____

INITIALS
HERE

INITIALS JKH



Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. 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 SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 515 S. 17th St.,
 City, State & Zip Code: Belleville IL 62226
 Seller's Name: City of Belleville

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 10/10/13, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. 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, "am 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. (No explanation is needed.) |
| 2. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| 3. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| 4. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 5. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings or chimney. |
| 6. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the walls or floors. |
| 7. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the electrical system. |
| 8. | <input checked="" 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). |
| 9. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the well or well equipment. |
| 10. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe conditions in the drinking water. |
| 11. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the fireplace or woodburning stove. |
| 13. | <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. |
| 14. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises. |
| 15. | <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. |
| 16. | <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. |
| 17. | <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. |
| 18. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects. |
| 19. | <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. |
| 20. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware of underground fuel storage tanks on the property. |
| 21. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I am aware of boundary or lot line disputes. |
| 22. | <input checked="" 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. |
| 23. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act. |

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

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

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

SEE City OF Belleville Inspection Reports

Check here if additional pages used:




Seller certifies that seller has prepared this statement 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.

SIGN HERE
Seller:
Seller:

<i>Mark W. Cohen</i>	Date: _____
_____	Date: _____

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. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: <i>THREE RED TOWERS, LLC</i>	Date: <i>7/28/14</i>	Time: <i>5:00 PM</i>
Prospective Buyer: <i>JACOB R. HOFFENBOTT</i>	Date: _____	Time: _____

108 Revised 08/09

MEMBER/OWNER

COPYRIGHT © BY ILLINOIS ASSOCIATION OF REALTORS®



RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5: 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.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

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

Section 10. 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. The provisions of the Act do not apply to the following:

- (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 judgement, 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 judgement 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.
- (4) Transfers from one co-owner to one or more other co-owners.
- (5) Transfers pursuant to testate or intestate succession.
- (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 form 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 not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of 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 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the 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 supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. The disclosures required of a seller by this Act, shall be made in the following form: [form on reverse side]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of the Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. This Act is not intended to limit 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.

AMWC
JRH

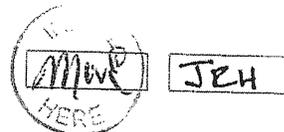
Section 50. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

- 1) personal or facsimile delivery to the prospective buyer;
- 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, UPS, or Airborne, 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 the Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to 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 document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of the Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. No action for violation of the 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.

A circular stamp with the word "HERE" inside. To its right are two rectangular boxes. The first box contains the handwritten initials "MWR" and the second box contains the handwritten initials "JEH".



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS



PROPERTY ADDRESS: 515 S. 17th Street, Belleville, IL 62226

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.

Seller's Disclosure (initial)

[Handwritten initials]

(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.

[Handwritten initials]

(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)

[Handwritten initials]

(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)

[Handwritten initials]

(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.

SIGN HERE

[Handwritten signature]
Seller _____ Date _____

Seller _____ Date _____

[Handwritten signature]
Agent _____ Date 10/17/13

[Handwritten signature]
Buyer _____ Date 7/28/14

[Handwritten signature]
Buyer _____ Date 7/28/14
OWNER/MEMBER

[Handwritten signature]
Agent _____ Date 7/28/14



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.

SIGN HERE	Seller	<u>Mark W. Eckert</u>	Date	
	Seller		Date	
	Purchaser	<u>THREE RED TOWERS, LLC</u>	Date	<u>7/28/14</u>
	Purchaser	<u>JACOB R. HOTTENROG OWNER/MEMBER</u>	Date	<u>7/28/14</u>
	Agent	<u>Christie Stollman</u>	Date	<u>10/17/13</u>
	Agent	<u>Christie Stollman</u>	Date	<u>7/28/14</u>

Property Address 515 S. 17th St., City, State, Zip Code Belleville IL 62226



MOLD DISCLOSURE



Printed Name(s) of Seller(s): City of Belleville

Printed Name(s) of Buyer(s):

Property Address: 515 S. 17th Street, Belleville, IL 62226

1. SELLER DISCLOSURE. To the best of Seller's actual knowledge, Seller represents:

a. The property described herein has has not been previously tested for molds, fungi, mildew, and similar organisms ("molds");

Note: If answer to a. is "has not," then skip b. and c. and go to Section #2. If answer to a. is "has," then complete b. and c.

b. The molds found were were not identified as toxic or harmful molds;

c. With regard to any molds that were found, measures were were not taken to remove those molds.

Buyers' Initials

2. [Signature] [Initials] MOLD INSPECTIONS. Molds, fungi, mildew, and similar organisms may exist in the property of which the Seller is unaware and has no actual knowledge. These contaminant's generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plan pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

3. RECEIPT OF COPY. Seller and Buyer has read this Mold Disclosure and by their signatures hereon acknowledge receipt of a copy thereof.

SIGN HERE

Signature: Mark W. Eckert Date

Seller Date

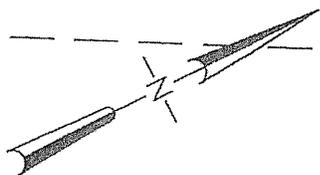
THREE RED TOWERS, LLC 7/28/14 Buyer Date

JACOB R. HOTTENROTT OWNER/MEMBER 7/28/14 Buyer Date

BOUNDARY SURVEY

LOT 33 in "BRANDENBERGER'S 8TH ADDITION"

AS RECORDER IN PLAT BOOK "T" ON PAGE 3
PT OF SE 1/4, SEC. 20 IN TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD P. M.,
CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS



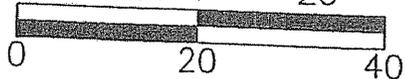
20' W. ALLEY



LEGEND

() RECORD MEAS.

SCALE: 1" = 20'



S. 17th (Width Varies) Street

EXHIBIT A



10-14-13

JCH