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CONTRACT TO PURCHASE AMENDMENT # _____

Contract Dated: 10/16/2025

Property Address: 611 West Main Street, Collinsville, IL 62234

By and Between: Jennifer Jones and Aaron Emig (Seller)

and: Derek Jackson, City of Collinsville (Buyer)

The parties agree that due to a change in circumstances, the Parties have agreed to amend the Contract with the following terms:

1. Contract – Paragraph # 17, Line # 415-418 is changed as follows:
Seller shall execute a Warranty Deed

2. Contract – Paragraph # 9, Line # 87-106 and 170-174 is changed as follows:
Buyer to pay CASH; proof of financing not required

3. Contract – Paragraph # 20, Line # 499-504 is changed as follows:
Homeowner's Insurance not required

4. Contract – Paragraph # _____, Line # _____ is changed as follows:

5. Contract – Paragraph # _____, Line # _____ is changed as follows:

6. Contract – Paragraph # _____, Line # _____ is changed as follows:

7. Contract – Paragraph # _____, Line # _____ is changed as follows:

In the event of a conflict between this Amendment and the Contract, this Amendment shall control. All other terms and conditions of the Contract remain unchanged and are in full force and effect. All capitalized terms herein not otherwise defined shall have the same meaning as in the Contract.

Seller Signature Date

Seller Signature Date

Derek Jackson, City of Collinsville dotloop verified
10/20/25 4:35 PM CDT
FATF-D4JD-PK69-PB6G

Buyer Signature Date

Buyer Signature Date



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CONTRACT TO PURCHASE RESIDENTIAL REAL ESTATE

Date: 10/17/2025

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: Parcel Number: 13-2-21-33-11-201-025 situated in Madison County County, Illinois, commonly known as 611 West Main Street, Collinsville, IL 62234 with an approximate lot size of 64X152 S IRR ("Property"). The actual legal description will be governed by the title commitment provided by the Title Company, pursuant to Paragraph 18, hereof.

Mobile home Model NA

ID# NA

"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. **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/Counteroffer Deadline (hereafter defined). NO CONTRACT SHALL EXIST BETWEEN THE PARTIES UNLESS THIS CONTRACT AND ALL ADDENDA (INCLUDING COUNTEROFFERS) 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 COUNTEROFFERS, IF ANY).**

4. **TENANCY.** No less than ten (10) days prior to closing date, the Buyer shall direct how title shall be taken.

5. **PURCHASE PRICE.** \$ 70,000 (the "Purchase Price") with \$ 1000 (the "Earnest Money") to be delivered within () business days after the Effective date and to be held in the escrow account of Abstracts and Titles ("Escrow Agent"), for disposition in accordance with this Contract and as required by law. The Purchase Price shall be subject to the following Seller concessions to be credited to Buyer at Closing:

(a) \$ NA OR NA % of purchase price (\$0 if none stated) shall be credited by Seller at Closing towards Buyer's closing costs, prepaids, points, and other fees allowed by lender.

(b) If applicable, see Cooperative Compensation Addendum (Addendum X), attached hereto and incorporated herein by this reference, for Seller's concessions relating to compensation payments to Buyer's Brokerage.

If the full amount of the Earnest money is not delivered within the above determined time frame, the Seller may cancel this contract by notifying the Buyer within five (5) days after the required delivery date pursuant to Paragraph 22. Seller shall use the Contract to Purchase Real Estate Cancellation Form to cancel this Contract for Buyer's failure to submit the Earnest Money Deposit. If the Earnest Money is not received by the Escrow Agent and the Seller doesn't cancel the contract within the five (5) day period, referenced in the immediately prior sentence, the right to terminate the contract is waived and the parties shall proceed to Closing with the full purchase price due at the Closing.

6. **HOME WARRANTY PLAN.** Homeowner's warranty Contract ☒ waived ☐ provided by: ☐ Seller ☐ Buyer from NA at a cost of \$ NA. The Parties are advised that one of the real estate agencies may receive compensation, from the company issuing the Homeowner's warranty contract for services rendered on behalf of the Seller and/or Buyer.

Seller

Buyer and Seller initials acknowledge they have read this page.

Buyer

7. 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	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	Water Softening System

For additional inclusions see the Addendum for Personal Property.

The following items are **excluded**:
Seller's Personal Items in Garage

8. CLOSING AND POSSESSION. The "Closing" is defined as the time in which the title company confirms that the Buyer's funding has been received and disbursed and all pertinent documents have been signed by all Parties. "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 11/21/2025 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 Buyer's Agent the Buyer side of the ALTA Settlement Statement and the Seller side to the Listing Agent before Closing. After Closing both real estate agent(s) may receive signed copies of the ALTA Settlement Statement including both Buyer and Seller information.

Seller grants Buyer and Buyer's Designated Agent the right to enter and "walk through" the Property. 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. Seller is required to keep the utilities on through the day of Closing.

9. FINANCING CONTINGENCY.

☐ **Mortgage Loan.** This Contract is contingent upon Buyer obtaining a mortgage loan commitment with a Loan Amount: NA % of the Purchase Price; Initial annual interest rate not greater than: NA % for a term no less than NA years amortized over NA years. Conditional Prequalification/Pre-Approval letter from Buyer's lender ☐ attached or ☐ shall be submitted to Seller by _____ (date) ("Conditional Prequalification/Pre-Approval Deadline"). If the Buyer does not provide a written Conditional Prequalification/Pre-Approval letter by the Conditional Prequalification/Pre-Approval Deadline, Seller may terminate this Contract by delivery of a Termination Notice ***within five (5) days*** after such Conditional Prequalification/Pre-Approval Deadline. Failure of Seller to timely deliver such Termination Notice shall be considered a waiver of Seller's rights to receive the Conditional Prequalification/Pre-Approval Letter. For Termination Procedure see Paragraph 37.

The Buyer must satisfy the balance of the obligations set forth in this Paragraph 9 Financing Contingency within _____ days after the Effective Date or ***ten (10) days prior to the Closing Date (whichever date is earlier)***, subject to Seller's acceptance of Loan predications ("Finance Contingency Deadline"). **Buyer is required to, within two (2) business days after Effective Date, 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 (including ordering of Appraisal pursuant to Paragraph 10). Buyer shall use due diligence and good faith in obtaining such financing or assumption and in**

Seller:

Buyer and Seller initials acknowledge they have read this page.

Buyer:
10/20/25
4:35 PM CDT
dotloop verified

Address: 611 West Main Street, Collinsville, IL 62234

Date: 10/16/2025

servicing upon Seller written 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 Finance 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. If Finance Contingency Deadline passes without written notice as outlined above, Buyer remains obligated under this contract. For Termination Procedure see Paragraph 37. 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 system, roof condition, well(s), and/or septic system(s) and/or the total cost of any survey.

TYPE: ☐ CNV ☐ FHA ☐ Rural Dev. ☐ VA ☐ Grant ☒ Other CASH
(Insert appropriate Letter C, D, E or F)

- (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 is 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 the 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 37.
- (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 \$NA with an interest rate of not greater than NA% per annum, and with a transfer fee of no more than \$NA or NA% 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.

Seller:

Buyer and Seller initials acknowledge they have read this page.

Buyer:

(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 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 37.

(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 NA % of the Purchase Price from NA at an initial rate not greater than NA%, for terms not less than NA years amortized over NA years with the loan origination fee (points to Buyer) not greater than NA% of the loan amount secured by NA this Property and/or NA other Property.
NA (address).

(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 is attached. For Termination Procedure see Paragraph 37.

☒ **Cash Transaction.** This Contract is not contingent on financing. Buyer shall provide to Seller written evidence of funds available to Close **on or before five (5) days after Effective Date 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 Buyer's failure to so provide, terminate the Contract by service of Termination Notice to Buyer. For Termination Procedure see Paragraph 37.

10. APPRAISAL. If the Buyer or the Lender elects to have an appraisal performed, such appraisal must be ordered **no later than 10 days after the Effective Date and obtained no later than the Finance Contingency Deadline,** or if this Contract is a cash transaction (as provided in Paragraph 9), Buyer at Buyer's option and expense may obtain an appraisal by a certified or licensed appraiser **within twenty (20) days after the Effective Date.** 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 an Appraisal Response Form, along with 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.** The Parties shall use the Appraisal Response Form to negotiate for the price adjustment, if any, to reach a final adjusted sales 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 Buyer's 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 37. 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 shall have those items independently measured to verify any reported information.

11. PROPERTY INSPECTION CONTINGENCY. Subject to the terms of Paragraph 11, 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, public or private sewer systems, septic systems, wells, plumbing, asbestos, exterior drainage, termite or other type of wood destroying insect infestation or damage. Buyer acknowledges that they 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, 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.

Seller:

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Buyer and Seller initials acknowledge they have read this page.

Buyer:

	
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BUYERS FURTHER AGREE THAT MINOR REPAIRS AND ROUTINE MAINTENANCE DO NOT CONSTITUTE A MATERIAL DEFECT. 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.

The request for repairs shall cover only the major components of the Real estate, limited to HVAC system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, stairways, appliances and foundation. A major component shall be deemed to be in operating conditions, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects and are not part of this contingency and shall not be a basis for the Buyer to cancel this Contract.

(B) TIME FRAME. *Within twenty (20) days after the Effective Date or ten (10) days prior to the Closing Date, (whichever date is earlier),* Buyer, at Buyer's 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, 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. If the Buyer, at any time, desires to waive the inspection(s), the Buyer must sign the inspection waiver, waiving the inspection(s) and deliver said inspection waiver to the Seller. Seller agrees, at Seller's 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.

(C) ENVIRONMENTAL DEFECT. For purposes of this paragraph 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 Seller's option and expense, may have the substance remediated, removed, or reduced to an acceptable level prior to Closing. Buyer, at Buyer's option and expense, is responsible for re-inspection of the remediation and proof of re-inspection by the same inspector(s) as previously used or by similarly qualified inspector(s). Buyer, at Buyer's sole discretion, may accept the plan of remediation, terminate this Contract, or allow the Seller to escrow one and one half (1 ½) times the amount of the bid or written estimate, as determined by the Buyer, of such environmental repair(s) at Closing. 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, and the Earnest Money shall be refunded to Buyer. For Termination Procedure see Paragraph 37.

(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 must have a licensed structural engineer report, and provide the Seller a copy of report. Buyer, at Buyer's option and expense, is responsible for re- inspection of the remediation and proof of re-inspection by the same inspector(s) as previously used or by similarly qualified inspector(s). Buyer, at Buyer's sole discretion, may accept the plan of remediation, terminate this Contract, or allow the Seller to escrow one and one half (1 ½) times the amount of the bid or written estimate, as determined by the Buyer, of such structural repair(s) at Closing. In the event either Seller or Buyer elects to terminate the Contract due to a structural defect as provided herein, the non-terminating Party shall be obligated to sign the document terminating this Contract, and the Earnest Money shall be refunded to Buyer. For Termination Procedure see Paragraph 37.

Seller

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Buyer and Seller initials acknowledge they have read this page.

Buyer

	
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(E) INSPECTION REMEDIES. If the Contract is not declared terminated pursuant to Paragraph C Environmental Defect or Paragraph D Structural Defect as described above, and the Buyer has delivered Buyer's Inspection Response within the time frame of "B" above to the Seller, then Buyer and Seller shall ***have ten (10) days after Seller's receipt of the Inspection Response (the "Inspection Resolution Period") 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).

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, within two (2) days after the expiration of the aforementioned Inspection Resolution Period. Notwithstanding the previous sentence, ***within the ten (10) day period***, the Seller's written commitment to correct all the non-structural defects at Seller's 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 paragraph, 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 37.

(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, Seller 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.

12. WOOD INFESTATION REPORT. No later than ten (10) days prior to Closing, the Buyer, at Buyer's option and 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 37. 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 37. 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.

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").

Seller:

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Buyer and Seller initials acknowledge they have read this page.

Buyer:

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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 (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 satisfied all Governmental requirements relating to such Occupancy Regulations. If not required by either party specifically, then the Seller will order the occupancy inspection. When required, all 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. If no written agreement is reached within **said ten (10) days**, either Party may terminate this Contract. For Termination Procedure see Paragraph 37. 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.

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.

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

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 brokerage compensation per written agreement with Buyer's brokerage; and
- (h) Wood infestation inspections

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 Paragraph 16 below) and revenue stamps; and

Seller:

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Buyer and Seller initials acknowledge they have read this page.

Buyer:

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- (e) Listing Brokerage compensation per written agreement with Listing Brokerage and any cooperative brokerage compensation agreed upon in this Contract (if applicable);
- (f) Agreed upon repairs; and
- (g) Transfer of tenant security deposits (if applicable).

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month (or as is customary) 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 lease, if any).

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 Seller's expense at the time of Closing. All such taxes and assessments shall constitute a credit to Buyer against the Purchase Price and shall relieve the Seller from any liability to Buyer in connection herewith; however, in the event that the real estate taxes and assessments (specified or otherwise) prorated hereunder are overpaid/underpaid by more than five hundred dollars (\$500.00), the party aggrieved by this discrepancy shall be promptly reimbursed such discrepancy by the party receiving the benefit of the discrepancy upon receipt of a written request along with verification of the overpayment/underpayment. **Buyer should not assume that Buyer's future real estate tax bills on the property will be the same as the Seller's present tax bill.** Be aware that the Illinois Disabled Veterans standard homestead exemption gives Veterans with service-connect disabilities a lesser amount of taxes. These Veterans will not pay the \$500 over or under on the tax bill. If the Property is not separately assessed and is part of a larger parcel assessed for tax purposes, the Taxes for the Property shall be further prorated as follows: (i) the value of all improvements on the Property as reflected in the County records and (ii) proportion that the square footage land area of the Property bears to the square footage land area of the larger parcel. **IN ANY EVENT, THE REAL ESTATE AGENT(S) AND THE CLOSING AGENT SHALL NOT BE RESPONSIBLE TO EITHER PARTY FOR COLLECTION OF SUCH DISCREPANCY.**

17. DEED OF CONVEYANCE. Seller shall execute a proper deed sufficient to convey the Property to Buyer, or Buyer's nominee, in fee simple, subject to exceptions permitted herein, and delivered to Buyer at Closing upon Buyer's compliance with the terms of this Contract. Unless otherwise agreed to, in writing by both Seller and Buyer, any mineral rights, owned by Seller, shall be transferred to Buyer at closing.

18. EVIDENCE OF TITLE. Within twenty (20) days after the Effective Date or ten (10) days prior to closing (whichever date is earlier), Seller shall deliver a commitment for title insurance ("Title Commitment") issued by a title insurance company ("Title Company") regularly doing business in the County where the Property is located, committing the Title Company to issue a policy in the usual form insuring title to the Property in Buyer's name for the amount of the Purchase Price. **Buyer is cautioned that there may be subdivision covenants, bylaws, or other restrictions on the use of the Property, all of which should be recorded in the office of the Recorder of Deeds in the County in which the Property is located ("Title Restrictions"). Examples of restrictions include construction of improvements including room additions, a swimming pool, and non- residential uses of the Property such as use of a room for business or the right to keep certain vehicles or animals on the Property. The Buyer is advised to review all easements, government regulations and subdivision restrictions before Closing if the Buyer plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, restrictions or other matters affecting the title or use of the Property, Buyer should seek competent legal advice. The real estate agents have no responsibility to advise the Buyer about any Title Restrictions concerning the Property.**

"Permitted Exceptions" to title shall include only the lien of taxes and assessments, zoning laws and building ordinances, easements, apparent or of record, which do not underlie the improvements or render Property unmarketable; covenants and restrictions of record which are not violated by the existing improvements or by the

Seller

Buyer and Seller initials acknowledge they have read this page.

Buyer



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present use of the Property; existing mortgages (which will be satisfied at Closing, if not assumed); coal, gas and other minerals excepted or conveyed in prior transactions; and limitations and conditions imposed by the Illinois Condominium Property Act, if applicable.

In the event the Property is governed by the Condominium Property Act, Seller shall furnish Buyer a statement from the Board of Managers, Treasurer, or Managing Agent of the condominium association certifying payment of assessments for the condominium common expenses and, if applicable, proof of waiver or termination or any right of first refusal or general option to purchase contained in the declaration of condominium, together with any other documents required by declaration of condominium or bylaws thereto as precondition to the transfer of title. Buyer shall deliver written notice of exceptions (other than the Permitted Exceptions) to which the Buyer objects and the reasons for the objection to the Seller within **seven (7) days after being furnished the Title Commitment**. Seller shall have **five (5) days** to have such title exceptions removed or demonstrate that the objections will be cleared prior to Closing. If Seller is unable to cure such title exceptions or demonstrate that the objections will be cleared prior to Closing, the Buyer shall have the option to terminate this Contract, in which case the Buyer shall deliver to Seller a Termination Notice. For the Termination Procedure see Paragraph 37. In the event the Title Commitment is not available to allow the full-time frames provided above, such time limitations shall be adjusted pro-rata to meet the Closing Date agreed to between the Parties. At closing, title shall only be subject to lien of taxes for current year and thereafter and permitted exceptions. The Title Company has the right to contact either Buyer or Seller.

19. SURVEY. Buyer and Seller each acknowledge that GIS maps are not always accurate and that Buyer is encouraged to obtain its own survey to confirm lot lines and sizes/acreage. To that end, Buyer may obtain a survey at Buyer's cost, which shall be drawn by a licensed Illinois Land Surveyor, **at least ten (10) days prior to Closing**.

- (a) **Within five (5) days of receipt of survey**, Buyer shall give written notice of objections to the survey, that:
 - (1) are unacceptable to Buyer and (2) adversely affect the use of the Property. Failure of Buyer to serve written notice of objections to the survey on Seller within such time frame will constitute a waiver by Buyer of any survey objections.
- (b) If Buyer does timely object, **Seller has five (5) days from receipt of the survey objections** to agree in writing to correct the survey defects, at Seller's expense, prior to Closing, or agree to reduce the Purchase Price based upon the survey objections.
- (c) If Seller does not so agree as provided in 19(b) hereof, the Buyer may terminate this Contract by delivery of a Termination Notice to the Seller, unless Buyer, within two (2) additional days, agrees in writing to accept the Property subject to the survey objections. If the Buyer delivers the Termination Notice, the Seller shall promptly sign the Termination Notice to return the Earnest Money to the Buyer. (Note: In the event the Buyer terminates the Contract as a result of the survey, notwithstanding Paragraph (b) above, the Buyer must provide proof of payment to the surveyor, prior to release of the Earnest Money). For Termination Procedures, see Paragraph 37.
- (d) Buyer and Seller each acknowledge and agree that each broker has advised them that broker: (1) is not an expert in measuring real estate structures or dwellings, (2) does not independently measure the total square footage of the properties that it markets for sale and/or shows to buyers, and (3) makes no opinion, representation, or warranty as to the accuracy of any measurement provided to Buyer or Seller, or relied upon by either.

To the extent that any broker provides or shares information about total square footage of properties, then: (1) such information was received from one or more third-party sources, (2) is only an approximation, and (3) has not been verified by any broker. There are several alternate standards relied upon for calculating total square footage, measurements, and the available data about total square footage can vary depending upon many variables, including but not limited to, the data source, the measurement standard that was used, the type of measurement device that was used, the date of measurement, and any obstructions, impediments or other limitations on accessibility or measurement points. One common source for total square footage is public information provided by the county assessor's office. However, the county assessor's office does not typically independently verify or warrant the accuracy of any such information. If you wish to have verifiable and accurate information about the total square footage of a particular property, you should retain a qualified professional appraiser to measure the property according to the measurement standard that you and/or the appraiser deem appropriate. The price per square foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an approximation and is subject to the

Seller:

Buyer and Seller initials acknowledge they have read this page.

Buyer:



same uncertainties and limitations described in this disclosure. In the event that any contract for the purchase or sale of real estate is dependent on or calculated based upon a square footage amount, the parties should acknowledge and agree upon the actual square footage to be used for such purposes.

- 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 twenty (20) days after Effective Date.*** 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 37. 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. FLOOD INSURANCE.** 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 flood plain and which requires the Buyer to obtain flood insurance. It is the Seller's responsibility and expense to get the elevation certificate if required by the lender or the insurance company. For Termination Procedure see Paragraph 37. 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 Effective Date. In the event the Buyer is required to purchase flood insurance, Buyer(s) at Buyer's sole option have ten (10) days to terminate the contract pursuant to the Termination Procedure, provided in Paragraph 37.
- 22. NOTICES.** For the purposes of this paragraph 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 it's Designated Agent to the other party or it's Designated Agent. Notice to any one of a multi-person party shall be sufficient notice to all. Notice shall be given in the following manner:
- (a) By personal delivery of such notice deemed given upon personal delivery; or
 - (b) 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
 - (c) 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
 - (d) 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).
 - (e) Via electronic document platforms.
- 23. 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 37. The termination hereunder does not constitute a default under this Contract by either party.
- 24. 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 26. For the Termination Procedure see Paragraph 37.

Seller:

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Buyer and Seller initials acknowledge they have read this page.

Buyer:

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25. 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 it can be held by a third party. 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 26, namely, as agreed to by the parties in writing or as directed by a judge or arbitrator, as appropriate.

26. MEDIATION/ARBITRATION/LITIGATION. Seller and Buyer agree that all disputes or claims (falling below the small claims maximum threshold for the County in which the subject Real Estate is located) shall be filed through the small claims procedures established through Circuit Courts of local jurisdiction in the County in which the subject Real Estate is located. Seller and Buyer agree that any disputes or claims arising out of or relating to this Contract 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, disputes over 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, 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 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 paragraph 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 paragraph 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.**

27. EFFECTIVE DATE DEFINED. “Effective Date” is the time from which various time limits and contingencies are to be measured. Unless otherwise agreed in writing, “Effective Date” is defined as the date of the signature of the last party whose signature resulted in a Contract (even if that signature was obtained before the date of the acceptance deadline).

28. TIMING. Except for the “Effective Date” as defined in Paragraph 27 and a deadline stated in hours 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 28, 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. Business days are Monday through Friday 9 am to 5 pm.

29. ACKNOWLEDGEMENT. Buyer acknowledges receipt of the Residential Real Property Disclosure Report, the Lead Based Paint Disclosure, and the Radon Disclosure (individually a “Report” and collectively, the “Reports”), prior to the Effective Date of this Contract. In the event the Buyer has not yet received one or more of the Reports, executed by the

Seller:

Buyer and Seller initials acknowledge they have read this page.

Buyer:

Seller, this Contract is contingent upon receipt of all such documents by the Buyer, within three (3) days after the Effective Date. Buyer shall have five (5) days following receipt of each completed Report to terminate this Contract based on the information received in one or more of the Reports. In the event of such cancellation, the Buyer's earnest money shall be refunded. Upon the Buyer's signing of the Reports, or if no termination is received during such five (5) day period, Buyer will be considered to have waived the provisions of the statutes and regulations requiring such delivery of the statements prior to signing the Sales Contract, and this contingency shall be satisfied. The disclosure statements will become a provision of this Contract and shall be identified as Addenda to the Contract.

- 30. 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.
- 31. 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.
- 32. 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 Seller's consent in Seller's sole and absolute discretion. An assignment does not relieve the Parties of their obligations under the Contract.
- 33. 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.
- 34. CONSTRUCTION.** The Illinois Real Estate License Act, in effect on the Effective Date, shall take precedence over any definition herein to the contrary. Words of gender used in this Contract, shall be held and construed to include any other gender, and words in the singular shall be held in the plural, and vice versa, unless the context requires otherwise.
- 35. FACSIMILE/ELECTRONIC COPIES.** Fully executed facsimile/electronic (e-mail, scanned, etc.) copies shall be deemed true copies, however, Parties shall exchange original documents if required.
- 36. 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.**
- 37. 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 pursuant to the terms of this Contract. Except as otherwise provided in the immediately preceding sentence, if either party delivers a Termination Notice, for a reason other than as allowed under the Contract to Purchase Real Estate, then such Termination Notice shall state with specificity the reasons for such Termination and should further propose a distribution of the Earnest Money; and the receiving party shall accept or reject the proposed Termination Notice within the time requirements of this paragraph. In the event that both Parties agree to the Termination and the proposed distribution of the Earnest Money, then, after the Earnest Money is distributed as directed, this Contract is terminated and neither party shall have any continuing liability or obligation to the other Party. In the event that the Parties cannot agree to the termination or distribution of the Earnest Money, then the provisions of Paragraphs 25 and 26 shall govern the ultimate distribution of the Earnest Money and disposition of the Contract. 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 24. The Termination Notice shall be signed and returned within five (5) days or the terms of Paragraph 26 shall govern.

Seller:

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Buyer and Seller initials acknowledge they have read this page.

Buyer:

	
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Address: 611 West Main Street, Collinsville, IL 62234

Date: 10/16/2025

38. **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** – 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** – Short Sale Contingency
- ☐ **Addendum S** – Secondary Contract
- ☒ **Addendum R** – Residential Real Property Disclosure Report
- ☒ **Addendum X** – Cooperative Compensation Addendum
- ☒ **Lead Based Paint Disclosure**
- ☒ **Radon Disclosure**
- ☐ **Solar Panel Addendum**
- ☐ **Supplemental Addendum**
- ☒ **Additional Addendum** Inspection Waiver

SPECIAL AGREEMENTS(S): _____

39. **AGENT INTEREST.** Pursuant to 225 ILCS 454/10-27, _____ is a licensed real estate broker/agent and has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this transaction.

40. **INITIALS.** The Parties initialed each of the fourteen (14) pages of this Contract. Initialing each page 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.

41. **RIGHT TO SIGN.** By signing this document, you are certifying that you have the legal authority to sign this Contract.

Seller:

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Buyer and Seller initials acknowledge they have read this page.

Buyer:

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Address: 611 West Main Street, Collinsville, IL 62234

Date: 10/16/2025

PLEASE PRINT

PARTIES:

SELLER Jennifer Jones

BUYER City of Collinsville

Address: 1503 Cherry Street

Address: 125 South Center Street

City/State/Zip: Panama City FL 32401

City/State/Zip: Collinsville, IL 62234

SELLER Aaron Emig

BUYER

Address:

Address:

City/State/Zip:

City/State/Zip:

Attorney: NA

Attorney: Steve Giacoletto

Listing Brokerage: REMAX Preferred

Selling Brokerage:

Brokerage License #: 477.014100

Brokerage License #:

Designated Agent: Chad/Judy Doyle

Designated Agent:

Agent License #: 475.127270

Agent License #:

Phone/Cell: 618-580-3695 618-973-1719

Phone/Cell:

E-mail Address: chad@chaddoyle.com

Email Address:

Production Under (MLS ID): DOYLC

Production Under (MLS ID):

Contract to be accepted by Seller by 5pm M (time) on 24 day of October, 20 25 (year). (Acceptance/Counteroffer Deadline).

Derek Jackson, City of Collinsville

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7TCC-YKGD-JDTC-TJJ

Buyer Signature

Date

Buyer Signature

Date

OFFER TO PURCHASE RECEIVED BY LISTING AGENT:

Date

BY

On this _____ day of _____, 20____ (year) Seller ☐ Accepts ☐ Rejects or ☐ Counter Offers – the foregoing contract. If seller counters, Counteroffer Addendum is attached.

Seller Signature

Date

Seller Signature

Date

TITLE COMPANY INFORMATION:

Name: Abstracts and Title

Contact:

Address: 140 Regency Centre Collinsville IL 62234

Phone: 618-346-8009

Fax:

E-Mail Address:

Seller

Buyer and Seller initials acknowledge they have read this page.

Buyer

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PERSONAL PROPERTY (ADDENDUM E)

CONTRACT DATED: 10/16/2025

PROPERTY: 611 West Main Street, Collinsville, IL 62234

BY AND BETWEEN: Jennifer Jones and Aaron Emig Seller
And City of Collinsville Buyer.

1. The Buyer and the Seller further agree that the following personal property shall be sold at the following prices.

Range/Oven	(\$-0-)
Refrigerator	(\$-0-)
	(\$-)
	(\$-)
	(\$-)
	(\$-)
	(\$-)
	(\$-)
	(\$-)
	(\$-)
	(\$-)

- The Seller warrants that Seller owns these items of personal property and will convey ownership at the time of sale, by warranty bill of sale, free and clear of all encumbrances. The charge for the bill of sale, if any, shall be paid by the Seller.
- The Parties acknowledge and understand that the sale of this personal property is merely ancillary to the purchase of the Property. The cost of the personal property is in addition to the cost of the Property being conveyed, and the Buyer's lender may refuse to loan any portion of the Purchase Price of this personal property. Therefore, payment for this additional personal property shall be made at the time of Closing, but shall not be part of the finance contingency described in the Contract.
- In the event of conflict between this Addendum and the Contract, this Addendum shall control. All other terms and conditions of the Contract remain unchanged and are in full force and effect. All capitalized terms herein not otherwise defined shall have the same meaning as in the Contract.

Seller Date

Seller Date

Derek Jackson, City of Collinsville
Buyer Date

Buyer Date



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Any unauthorized use is strictly prohibited.



RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT (ADDENDUM R)

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: 611 West Main Street

City, State & Zip Code: Collinsville, IL 62234

Seller's Name: Jennifer Jones and Aaron Emig

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 08/06/2025. 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, "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.	☐	☒	☐

Seller has occupied the property within the last 12 months.
(If "no," please identify capacity or explain relationship to property.)

Investment Property - sellers have not lived in property.

2.	☐	☒	☐
----	--------------------------	-------------------------------------	--------------------------

I currently have flood hazard insurance on the property.

3.	☐	☒	☐
----	--------------------------	-------------------------------------	--------------------------

I am aware of flooding or recurring leakage problems in the crawl space or basement.

4.	☐	☒	☐
----	--------------------------	-------------------------------------	--------------------------

I am aware that the property is located in a floodplain.

5.	☐	☒	☐
----	--------------------------	-------------------------------------	--------------------------

I am aware of material defects in the basement or foundation
(including cracks and bulges).

6.	☐	☒	☐
----	--------------------------	-------------------------------------	--------------------------

I am aware of leaks or material defects in the roof, ceilings, or chimney.

7.	☒	☐	☐
----	-------------------------------------	--------------------------	--------------------------

I am aware of material defects in the walls, windows, doors, or floors.

8.	☒	☐	☐
----	-------------------------------------	--------------------------	--------------------------

I am aware of material defects in the electrical system.

9.	☒	☐	☐
----	-------------------------------------	--------------------------	--------------------------

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.	☐	☐	☒
-----	--------------------------	--------------------------	-------------------------------------

I am aware of material defects in the well or well equipment.

11.	☐	☒	☐
-----	--------------------------	-------------------------------------	--------------------------

I am aware of unsafe conditions in the drinking water.

Seller

08/06/25 08/06/25
5:38 AM CDT 6:14 PM CDT
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Buyer and Seller initials acknowledge they have read this page.

Buyer

10/20/25
4:35 PM CDT
dotloop verified

12.

☐

☒

☐

I am aware of material defects in the heating, air conditioning, or ventilating systems.
13.

☐

☒

☐

I am aware of material defects in the fireplace or wood burning stove.
14.

☐

☒

☐

I am aware of material defects in the septic, sanitary sewer, or other disposal system.
15.

☐

☒

☐

I am aware of unsafe concentrations of radon on the premises.
16.

☐

☒

☐

I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
17.

☐

☒

☐

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.

☐

☒

☐

I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
19.

☐

☒

☐

I am aware of current infestations of termites or other wood boring insects.
20.

☐

☒

☐

I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
21.

☐

☒

☐

I am aware of underground fuel storage tanks on the property.
22.

☐

☒

☐

I am aware of boundary or lot line disputes.
23.

☐

☒

☐

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.

☐

☒

☐

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 Collinsville Occupancy Inspection

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.

Jennifer Jones

Seller Printed Name

Jennifer Jones

dotloop verified
08/06/25 5:38 AM CDT
CM77-JZQE-LMXQ-T5OJ

Seller Signature

Date & Time

Aaron Emig

Seller Printed Name

Aaron Emig

dotloop verified
08/06/25 6:14 PM CDT
HGDB-OEXS-QB3B-4NJQ

Seller Signature

Date & Time

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 remainder of this paragraph shall be printed in boldface type.) 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

City of Collinsville

Prospective Buyer Printed Name

Derek Jackson, City of Collinsville

dotloop verified
10/20/25 4:35 PM CDT
L8FU-CNYU-UJNH-AUAH

Prospective Buyer Signature

Date & Time

Prospective Buyer Printed Name

Prospective Buyer Signature

Date & Time

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

Seller

JJ

08/06/25
5:38 AM CDT
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AE

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dotloop verified

Buyer and Seller initials acknowledge they have read this page.

Buyer

DJC

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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.

Seller:  
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Buyer and Seller initials acknowledge they have read this page.

Buyer:  
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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.

Seller:  
08/06/25 5:38 AM CDT dotloop verified 08/06/25 6:14 PM CDT dotloop verified

Buyer and Seller initials acknowledge they have read this page.

Buyer: 
10/20/25 4:35 PM CDT dotloop verified

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: 10/16/2025

Date Provided to Seller: 08/06/2025

Seller:  
08/06/25 08/06/25
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Buyer and Seller initials acknowledge they have read this page.

Buyer:  
10/20/25
4:35 PM CDT
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ILLINOIS REALTORS®



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT

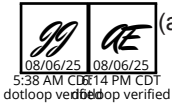
LEAD-BASED PAINT AND/OR
LEAD-BASED PAINT HAZARDS

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: 611 West Main Street, Collinsville, IL 62234

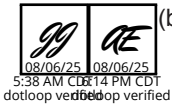
Seller's Disclosure (initial)



(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.¹

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	Jennifer Jones dotloop verified 08/06/25 5:38 AM CDT OGUP-WJL6-MGCB-M44D	Date _____	Purchaser	Derek Jackson, City of Collinsville dotloop verified 10/20/25 4:35 PM CDT JX11-PU09-AYGW-9VU3	Date _____
Seller	Aaron Emig dotloop verified 08/06/25 6:14 PM CDT TMUS-QWE4-JYR4-EDEF	Date _____	Purchaser		Date _____
Seller's Agent	Chad Doyle dotloop verified 08/05/25 11:51 AM CDT 6UAG-WFJL-VSUP-MJVN	Date _____	Purchaser's Agent	Chad Doyle dotloop verified 10/17/25 3:02 PM CDT OM7G-KZZ7-UQGL-UWWQ	Date _____

¹ Only required if the purchaser's agent receives compensation from the seller.

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





This Disclosure been prepared by legal counsel to SOUTHWESTERN ILLINOIS BOARD OF REALTORS and is intended solely for use by REALTOR® members of the SOUTHWESTERN ILLINOIS BOARD OF REALTORS®. Any unauthorized use is strictly prohibited.



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 all available 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)

☒

(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.

Jennifer Jones
Seller _____ Date _____
dotloop verified 08/06/25 5:38 AM CDT KLB6-QX8W-LEVV-JK8W

Derek Jackson, City of Collinsville
Buyer _____ Date _____
dotloop verified 10/20/25 4:35 PM CDT J6ZK-8C1Y-G9BQ-NT0R

Aaron Emig
Seller _____ Date _____
dotloop verified 08/06/25 6:14 PM CDT XVYU-JZQB-JDL-D29V

Buyer _____ Date _____

Chad Doyle
Agent _____ Date _____
dotloop verified 08/05/25 11:51 AM CDT VSZZ-WBPI-PEYU-BMQH

Chad Doyle
Agent _____ Date _____
dotloop verified 10/17/25 3:02 PM CDT M402-6TQ4-I6TL-C1TW

611 West Main Street
Property Address

Collinsville, IL 62234
City

State

Zip Code



PFAS Water Quality Disclosure — Collinsville, Illinois (Residential Property)

Property Address:	61 W Main Street
City:	Collinsville, Illinois
Date:	10/16/2025
Seller(s):	Jennifer Jones and Aaron Emig
Buyer(s):	City of Collinsville

1. Purpose of Disclosure

This disclosure is provided to inform potential buyers about publicly reported detections of per- and polyfluoroalkyl substances (commonly known as “PFAS” or “forever chemicals”) in the Collinsville, Illinois public water system that serves this property.

2. Background Information

PFAS are a group of synthetic chemicals historically used in industrial and consumer products (such as nonstick cookware, stain-resistant fabrics, and firefighting foam). PFAS are persistent in the environment and may accumulate in the human body over time. State and federal agencies continue to study potential health effects and establish safe drinking water standards.

3. City of Collinsville Water System Findings

The City of Collinsville Water Department has reported measurable PFAS concentrations (including PFOA, PFOS, and PFHxS) in both raw and treated water. As of August 2024, sampling results detected PFOA at approximately 18 parts per trillion (ppt) and PFOS at approximately 8.9 ppt. These levels exceed certain Illinois groundwater quality thresholds and may also exceed proposed federal health advisory limits. The City has taken multiple mitigation steps, including taking certain wells offline (e.g., Well #15) and planning installation of a dedicated PFAS removal system, projected to be operational by 2029. The City recommends that residents use point-of-use water filtration systems (e.g., reverse osmosis or granular activated carbon filters) for drinking and cooking water to reduce exposure. Reference: City of Collinsville PFAS Notice — www.collinsvilleil.org

4. Buyer Advisory

Buyers are encouraged to review the City of Collinsville’s Annual Water Quality Report and public PFAS testing results, consult with the Illinois Environmental Protection Agency (IEPA) for updated PFAS data and health guidance, conduct their own independent water quality testing and/or install filtration if desired, and understand that the City’s PFAS treatment system is not yet operational and PFAS levels may fluctuate.

5. Seller’s Disclosure

The Seller(s) hereby disclose that to the best of their knowledge: the property receives water service from the City of Collinsville Water Department, which has publicly reported PFAS detections. The Seller makes no

representations or warranties regarding the concentration, health risks, or future reduction of PFAS in the water supply. This disclosure is made for informational purposes only, based on publicly available data.

6. Buyer Acknowledgment

Buyer(s) acknowledge receipt of this PFAS disclosure and understand: PFAS compounds have been detected in the Collinsville municipal water system; that remediation measures are planned but not yet completed; and that Buyer(s) may choose to perform additional due diligence related to water quality and health impacts.

Buyer Signature:	<i>Derek Jackson, City of Collinsville</i> dotloop verified 10/20/25 4:35 PM CDT GMTK-G3P7-FE35-VSMI	Date:	
Buyer Signature:		Date:	
Seller Signature:		Date:	
Seller Signature:		Date:	

Important Notice:

This document is not a legally binding agreement. It is provided strictly for informational purposes only. Neither the Seller, Listing Brokerage, nor any of their representatives make any warranties or guarantees regarding PFAS concentrations, health effects, or remediation outcomes. Buyers are encouraged to seek advice from qualified legal counsel and/or environmental professionals if they have any questions regarding this disclosure or its implications.



This Inspection Waiver has been prepared by legal counsel to SOUTHWESTERN ILLINOIS BOARD OF REALTORS® and is intended solely for use by REALTOR® Members of the SOUTHWESTERN ILLINOIS BOARD OF REALTORS®. Any unauthorized use is strictly prohibited.



INSPECTION WAIVER

CONTRACT DATED:10/15/2025

PROPERTY:611 West Main Street, Collinsville, IL 62234

BY AND BETWEEN:Jennifer Jones and Aaron Emig, Seller
And City of Collinsville, Buyer

Buyer hereby waives the right to the following inspections:

Report Type:

- | | | | |
|--|--|--|---|
| ☒ Property Inspection | ☒ Wood Infestation | ☒ Survey | ☒ Wells |
| ☒ Government/Occupancy | ☒ Environmental | ☒ Sewer/Septic | ☒ Appraisal |

Why a Buyer Needs Inspection(s)

An inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In an inspection, a licensed inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structural, environmental, construction and mechanical systems
- Identify items that need to be repaired or replaced
- Estimate the remaining useful life of the major systems, equipment, structure and finishes
- Diagnose wood infestation

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for two reasons:

- To estimate the market value of a house
- To make sure the house is marketable

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a licensed home inspector, wood infestation inspector, sewer or septic inspector, a surveyor or an environmental inspector.

Seller:

Seller:

Date:

Buyer:

Derek Jackson, City of Collinsville

dotloop verified
10/20/25 4:35 PM CDT
YWYN-9BZB-B5LW-PGXD

Buyer:

Date: