



COMMERCIAL SALES CONTRACT

(Consult with your Managing Broker prior to preparation)

FROM: (Buyer) Invest Aurora and/or ASSIGNS
TO: (Seller) Juan T Benita Guerrero DATE: 2-2-17

If Dual Agency Applies, Complete Optional Paragraph 27.

OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:

31233 S. BROADWAY ST, AURORA KANE IL 60505
Street City County State Zip

Lot size approximately 20x80-83 - 31, Permanent Index No.: 1522336018 and 1522336019, together with
Improvements thereon. 20x80-33-33

INCLUSIONS: The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located on Real Estate as of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings; planted vegetation; smoke detectors; as well as the following specific items:

Attached items in units

EXCLUSIONS: The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:

tenant possessions

Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

1. **PURCHASE PRICE:** Purchase Price of \$ 175,000.00 shall be paid as follows:
Initial earnest money of \$ 5000.00 by X check, cash OR note due on 4/1/17 from acceptance. The earnest money and a copy of this Contract shall be held by the Seller's Broker; Buyer's Broker; X as otherwise agreed by the Parties as "Escrowee" in trust for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by Certified, Cashier's, Mortgage Lender's or title company's check (provided that the title company's check is guaranteed by licensed title insurance company.)

2. **CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on MARCH 31, 2017, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow. Fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers' commissions as provided in Paragraph 28.

3. **FINANCING:** This contract is contingent upon the ability of Buyer to secure within days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of \$, or such lesser amount as Buyer shall accept, with a (check one) fixed or initial interest rate not to exceed %, said loan to be amortized over a minimum of years, with a loan service charge not to exceed %. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its mortgage commitment as designated herein. If Buyer is unable to obtain the commitment contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 business

Buyer Initial JB Buyer Initial Seller Initial SG Seller Initial BC
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61 days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage commitment on
62 behalf of Buyer upon substantially the same terms for the mortgage loan designated herein with such other material terms
63 and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial
64 information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is
65 thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this
66 contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer.
67

68 **4. PRORATIONS:** Proratable items shall include, without limitation, Real Estate taxes based on _____% of most recent
69 ascertainable taxes; assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special
70 Service Area tax for the year of closing only; Condominium Association fees, if any; water taxes and other proratable items
71 including flood hazard insurance shall be prorated to date of possession. The Parties hereto agree to re-prorate any unbilled
72 real estate tax bill prior to the date of Closing.
73

74 **5. POSSESSION:** Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in
75 writing.
76

77 **6. ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties,
78 by Notice may:

- 79 (a) Approve this Contract; or
80 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money
81 refunded to the buyer upon written direction as required by law; or
82 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after that Date of Acceptance
83 written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either
84 Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void and earnest
85 money refunded to the Buyer upon written direction as required by law; or
86 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this
87 Contract null and void and this Contract shall remain in full force and effect.

88 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served
89 within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this
90 Contract shall remain in full force and effect.
91

92 **7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT:** This contract is contingent upon approval by Buyer of the
93 condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and
94 by contractor(s) selected by Buyer, within 10 business days after Seller's acceptance of this contract. Buyer shall
95 indemnify Seller from and against any loss or damage to the Real Estate caused by the acts of negligence of Buyer or the
96 person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this
97 provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.
98

99 **8. DISCLOSURE:** Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information
100 relevant to condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of
101 operating expenses, existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and
102 deliver to Buyer, all documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the
103 property is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's
104 lender deems necessary or appropriate.
105

106 **9. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms contained in
107 this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- 108 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the
109 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility
110 easements including any easements established by or implied from the Declaration of Condominium/Covenants,
111 Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions
112 imposed by the Condominium Property Act; installments due after the date of Closing of general assessments
113 established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
114 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments
115 confirmed prior to the Date of Acceptance.
116 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as
117 stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This
118 Contract is subject to the Condition that Seller be able to procure and provide to Buyer, a release or waiver of any
119 option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants,
120 Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions
121 and Restrictions. In the event the Condominium Association requires personal appearance of Buyer and/or additional
122 documentation, Buyer agrees to comply with same.
123 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are
124 in violation of existing rules, regulations or other restriction or that the terms and conditions contained within the
125 documents would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations
126 unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and

Buyer Initial DM Buyer Initial _____ Seller Initial SG Seller Initial BG
Address: 319 33 5 Broadway St Anna IL 60825
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void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

(e) Seller shall not be obligated to provide a condominium survey.

(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.

10. SELLER REPRESENTATION: Seller represents that Seller has not received written notice from any Governmental body or Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents, however, that in the case of a special assessment and/or Special Service Area, The following applies;

1. There [check one] is ☒ is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing.

2. The Real Estate [check one] is ☒ is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing.

If any of the representations contained herein regarding Owner Association special assessments or Special Service Area are not acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of this option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will be so at the time of closing.

Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: _____

and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative "superfund" area, except for: _____

Subsequent notice prior to closing shall be disclosed to all parties.

11. LEASES: All security deposits, damage deposits, or other deposits in the possession of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases, schedule of expenses, existing survey, Rent Roll and current real estate tax bill; this contract is subject to Buyer's review and approval of same within ten (10) business days after Date of Acceptance. If written notice of Buyer's disapproval is not served within (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall not enter into, extend or modify any leases with respect to the Real estate from and after the date Seller signs this contract without the express prior written consent of Buyer. Seller shall provide fully executed tenant estoppel certificates prior to closing.

12. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

Buyer Initial Jan Buyer Initial _____
Address: 31233 S BROADWAY ST ANTONIA IL 60005 Seller Initial SG Seller Initial B-G
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191 **13. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are
192 free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable
193 attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction.
194

195 **14. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice
196 to any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
197

- 198 a) By personal delivery; or
199 b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as
200 otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
201 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice
202 transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business
203 hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
204 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to
205 the sending Party or as shown in this Contract. Notice shall be effective as of date and time of e-mail transmission,
206 provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice
207 is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by
208 any form of Notice provided by this Contract; or
209 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit
210 with the overnight delivery company.

211 **15. BUSINESS DAY/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business
212 Hours are defined as 8:00AM to 6:00PM Chicago time.
213

214 **16. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of executing,
215 negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this
216 Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-
217 signed document and transmitting same by facsimile. An acceptable digital signature may be produced by use of a qualified,
218 established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof
219 shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
220 document incorporating the digital signature and sending same by electronic mail.
221

222 **17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall be destroyed or
223 materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, the Buyer shall have the option of
224 either terminating this Contract (and receiving a refund or earnest money) or accepting the Real Estate as damaged or
225 destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or
226 damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to
227 repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois
228 shall be applicable to this Contract, except as modified in this paragraph.
229

230 **18. PLAT OF SURVEY:** Prior to closing, Seller shall furnish at Seller's expense and ALTA-ACSM survey certified to Buyer,
231 Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a
232 licensed land surveyor showing the location of the improvements thereon (including fences separating the Real Estate from
233 adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or
234 encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from
235 such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all
236 existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear
237 the cost of any later date survey which may be required by Buyer's lender or desired by Buyer.
238

239 **19. BILL OF SALE:** All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale
240 without warranty of merchantability or fitness for particular purpose.
241

242 **20. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition. All
243 refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense
244 prior to delivery of Possession. Buyer shall have the right to inspect the Real estate, fixtures and included Personal Property
245 prior to Possession to verify that the Real estate, improvements and included Personal Property are in substantially the same
246 condition as of the Date of Acceptance, normal wear and tear excepted.
247

248 **21. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:** Seller shall comply with the terms
249 of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the Real Estate is
250 located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer taxes required by local
251 ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.
252

253 **22. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real estate is located in a
254 special flood hazard area which requires Buyer to carry flood insurance. If Notice of the option to declare this Contract
255 null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term

Buyer Initial Jan Buyer Initial _____ Seller Initial SG Seller Initial B.G.
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specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.

23. TAX LAW COMPLIANCE: Seller agrees to provide to the Internal Revenue Service the sale of Real Estate 1099 form as required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Estate Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential, under the act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the party designated in such ordinance.

24. CAPTIONS: Captions are not intended to limit the terms contained after said caption and are not part of the contract.

25. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either party may deem necessary, providing for one or more of the following [check applicable boxes]

Articles of Agreement for Deed	Assumption of Seller's Mortgage	Commercial/Investment
OR Purchase Money Mortgage	Cooperative Apartment	New Construction
Short Sale	Tax-Deferred Exchange	Vacant Land

26. EXHIBIT(S) attached hereto are made a part hereof

27. CONFIRMATION OF DUAL AGENCY: The parties confirm that they have previously consented to Ken DeLuca (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this Contract. *lah*

28. BROKERS COMPENSATION:

a) Seller represents and warrants to Buyer that Seller has worked with no real estate broker other than Capital Asset Group Inc ("Seller's Broker"), and Buyer represents and warrants to Seller that Buyer has worked with no real estate broker other than CAPITAL ASSET GROUP INC ("Buyer's Broker"). In the event that Seller's Broker and Buyer's Broker is the same individual licensee, then Seller and Buyer acknowledge that if there is dual agency, the disclosure of dual agency has been made and that Seller and Buyer have consented to such dual agency, and that this Agreement shall serve as confirmation of such consent.

b) Seller shall pay the sales commission pursuant to separate Agreement between Seller and Seller's Broker or computed in the amount of 5.50 % of the purchase price to Seller's Broker who shall share this commission with Buyer's Broker pursuant to separate agreement between Seller's Broker and Buyer's Broker (or in the following ratios: 50/50). Seller's Broker and Buyer's Broker are intended third party beneficiaries of this Agreement. Seller and Buyer agree to indemnify, defend, and hold the other harmless against any and all claims of other real estate brokers if such claims are based on the acts of the indemnifying party and shall provide waiver of Brokers' liens at closing.

LINES 296 THROUGH 298 INTENTIONALLY LEFT BLANK.

Other

Buyer has right to inspect and level of unit 33 during inspections. may need to cut hatch.

Lease in unit 31 starts March 1 2016 - March 31 2018. for ~~the~~ the

Seller can rent out unit 33 for 1500/mo for a period of one year. at \$1,150/mo *lah SG B.G*

Buyer Initial <u>SG B.G</u>	Seller Initial <u>SG B.G</u>
Address: <u>31 and 33 Broadway St, Aurora IL 60005</u>	
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THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

Feb 2, 2017

Feb 6, 2017

Date of Offer

Date of Acceptance

Buyer Signature

Seller Signature

Buyer Signature

Seller Signature

Print Buyer(s) Name(s)

Print Seller(s) Name(s)

Address

Address

City

State

Zip

City

State

Zip

381-302-0830 hulsebende

73 N. Root Street Aurora IL 60505

Phone Number(s)

Fax

Email

Phone Number(s)

Fax

Email

FOR INFORMATION ONLY

Capital Asset Group 978.026.773

Capital Asset Group 478.026.773

Selling Office

MLS#

State License #

Selling Office

MLS#

State License #

Kim DeVincenzi 471.007906

Amy Nelson 475.129898

Selling Agent

MLS#

State License #

Selling Agent

MLS#

State License #

5N370 Kingfisher Ct St Marks

5N370 Kingfisher Ct St Marks

Address, City, State, Zip

Address, City, State, Zip

630-234-9179

Kim @ CAGREALESTATE.COM

630-542-8898

Amy @ CAGREALESTATE.COM

Phone

Fax

Email

Phone

Fax

Email

Joe Ramps

Buyer's Attorney

Email

Seller's Attorney

Email

340 N Lacey Aurora IL

Address, City, State, Zip

Address, City, State, Zip

630-896-7261

Phone

Fax

Phone

Fax

Mortgage Company

Phone

Homeowner's/Condo Assoc. (if any)

Phone

Loan Officer

Phone/Fax

Management Co./Other Contact

Phone

Loan Officer E-mail

Management Co./Other Contact Email

This offer was presented to Seller by _____ on _____ at _____ am/pm

Agent

THIS OFFER IS REJECTED

on _____ at _____ am/pm

Seller Initials

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Buyer Initial

Buyer Initial

Seller Initial

Seller Initial

Address: 31 and 33 S Broadway Aurora IL 60505

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ILLINOIS ASSOCIATION OF REALTORS
DISCLOSURE AND CONSENT TO DUAL AGENCY
(DESIGNATED AGENCY)

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT. A LICENSEE MAY LEGALLY ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned Kim DeVincentis - Capital Asset Group, ("Licensee"), may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

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

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

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

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

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

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and the buyer or tenant) should that become necessary.

CLIENT: _____

Date: 2/3/17

CLIENT: _____

Date: _____

LICENSEE: Kim DeVincentis

Date: 2-2/17



ILLINOIS ASSOCIATION OF REALTORS®
DISCLOSURE OF BUYER'S DESIGNATED AGENT



CAPITAL ASSET GROUP INC (Brokerage company hereinafter referred to as "Broker") designates Kim DeVincentis ("Designated Agent") as the legal agent(s) of INVEST AURORA (hereinafter referred to as "Buyer") for the purpose of representing Buyer in the acquisition of real estate by Buyer. Buyer understands and agrees that neither Broker nor any other sales associates affiliated with Broker (except as provided for herein) will be acting as legal agent of the Buyer. Broker shall have the discretion to appoint a substitute or additional designated agent for Buyer as Broker determines necessary. Buyer shall be advised within a reasonable time of any such substitution or addition.

Broker acknowledges and agrees that Buyer has no current exclusive Buyer representation agreement with any other real estate agent or firm. Buyer represents that if Buyer previously entered into an exclusive Buyer representation agreement(s) that they have expired and/or have been terminated. Further, Buyer agrees to immediately inform Designated Agent if Designated Agent is showing to Buyer a property previously shown to Buyer.

Buyer, by continuing to work with Buyer's Designated Agent, acknowledges that the representations and agreements made above are true and correct.

BUYER REPRESENTATION OPTIONS

Check the box that applies

☒ Use **IAR Terms of Non-Exclusive Buyer Representation**, if Buyer does not choose to enter a buyer brokerage representation agreement.

- Use form number 341.

NOTE: If Buyer consents to Dual Agency, use form number 335, Disclosure and Consent to Dual Agency, together with form number 341.

☐ Use **IAR Non-Exclusive Buyer Representation Contract**, if Buyer does not want an exclusive agency relationship with Broker, but will sign a non-exclusive agreement.

- Use form number 339 with Disclosure and Consent to Dual Agency
- Use form number 339a if Broker's office policy does not allow disclosed dual agency or if Buyer does not consent to dual agency.

☐ Use **IAR Exclusive Buyer Representation/Exclusive Right to Purchase Contract**, if Buyer will enter exclusive agency relationship with Broker.

- Use form number 338 with Disclosure and Consent to Dual Agency
- Use form number 338a if Broker's office policy does not allow disclosed dual agency or if Buyer does not consent to dual agency.

Date copy furnished to Buyer: 2/2/17 By: Kim DeVincentis

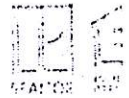
[Signature]
Buyer's Signature (OPTIONAL)

[Signature]
Buyer's Signature (OPTIONAL)

(NOTE: Give copy to Buyer and retain copy for Brokerage company file.)



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



Lead Warning Statement

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

Property Address: 33 E Broadway Avenue, Aurora, IL 60009

Seller's Disclosure (initial)

SE/B (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.

SE/B (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)

DA (c) Purchaser has received copies of all information listed above.

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

DA (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)

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

Certification of Accuracy

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

Seller Juan Guerrero Date 4-15-16

Purchaser David Hult Date 2/7/17

Seller Bruce Guerrero Date 4-15-16

Purchaser _____ Date _____

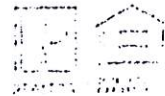
Agent 10/11 Date 4-15-16

Agent Kim Duncan Date 2/7/17

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



ILLINOIS ASSOCIATION OF REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- _____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- _____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- SCB (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or once elevated radon concentrations have been mitigated or remediated.
- SCB (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- _____ (e) Purchaser has received copies of all information listed above.
- _____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- [Signature] (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller <u>[Signature]</u>	Date <u>4.15.16</u>
Seller <u>[Signature]</u>	Date <u>4.15.16</u>
Purchaser <u>[Signature]</u>	Date <u>2/7/17</u>
Purchaser _____	Date _____
Agent <u>[Signature]</u>	Date <u>4.15.16</u>
Agent <u>[Signature]</u>	Date <u>2-7-17</u>

Property Address: 33 S Broadview Ave
City, State, Zip Code: Aurora IL 60185



ILLINOIS ASSOCIATION OF REALTORS®
MOLD DISCLOSURE



Printed Name(s) of Seller(s): Juan Benita Guerrero

Printed Name(s) of Buyer(s): Invest Aurora

Property Address: 33 S. Broadway Avenue, Aurora, IL 60505

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

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

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

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

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

Buyers Initials:

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

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

Seller: Juan Guerrero

Date: 4.15.16

Seller: Benita Guerrero

Date: 4.15.16

Buyer: David Aguilar

Date: 2/7/17

Buyer: _____

Date: _____



Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 33 S. Broadway Avenue
City, State & Zip Code: Aurora IL 60505
Seller's Name: Juan + Benita Guerrero

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 4-15, 2016 and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

- | YES | NO | N/A | |
|-------------------------------------|--------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls, windows, doors or floors. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. 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). |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16. 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. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 23. 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:

9- no well

12- no fireplace

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: David Grossero Date: 4-15-16

Seller: Bianca Grossero Date: 4-15-16

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: David Daffy Date: 2/2/17 Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

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

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

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

Section 15. The provisions of the Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy or omission.

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

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

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

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

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

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law

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

- 1) personal or facsimile delivery to the prospective buyer;
- 2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or
- 3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

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

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

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

Buyer's initials  (optional)



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

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence, and 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: 31 S. Parkway Ave, Aurora, IL 60504

Seller's Disclosure (initial)

SAB (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):

SAB ☒ 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)

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

Certification of Accuracy

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

Seller [Signature] Date 4.15.16

Purchaser [Signature] Date 2/7/17

Seller [Signature] Date 4.15.16

Purchaser _____ Date _____

Agent [Signature] Date 4.15.16

Agent [Signature] Date 2/7/17

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



ILLINOIS ASSOCIATION OF REALTORS®
MOLD DISCLOSURE



Printed Name(s) of Seller(s) Juan + Benita Guerrero
Printed Name(s) of Buyer(s) Invest America
Property Address 31 S. Broadway Ave, Aurora IL 60505

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

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

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

- b. The molds found ☐ were ☐ were not identified as toxic or harmful molds;
c. With regard to any molds that were found, measures ☐ were ☐ were not taken to remove those molds.

Buyer's Initials

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

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

Seller: Juan Guerrero

Date: 4.15.16

Seller: Benita Guerrero

Date: 4.15.16

Buyer: David A. Kelly

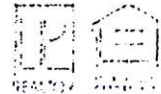
Date: 2/17/17

Buyer: _____

Date: _____



ILLINOIS ASSOCIATION OF REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling if among elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- ____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain) _____
- ____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling. _____
- Sck B.C.* (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated. _____
- Sck B.C.* (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling. _____

Purchaser's Acknowledgment (initial each of the following which applies)

- ____ (e) Purchaser has received copies of all information listed above. _____
- ____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet. _____

Agent's Acknowledgement (initial IF APPLICABLE)

- [Signature]* (g) Agent has informed the seller of the seller's obligations under Illinois law. _____

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller <i>[Signature]</i>	Date <i>4.15.16</i>
Seller <i>[Signature]</i>	Date <i>4.15.16</i>
Purchaser <i>[Signature]</i>	Date <i>2/7/17</i>
Purchaser <i>[Signature]</i>	Date _____
Agent <i>[Signature]</i>	Date <i>4.15.16</i>
Agent <i>[Signature]</i>	Date <i>2-7-17</i>

Property Address: *31 S. Broadway Ave.*
City, State, Zip Code: *Urbana IL 62501*



Illinois Association of REALTORS® RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT



NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY SELLER CREATES LEGAL OBLIGATIONS ON SELLER THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 31 S. Broadway Ave.
City, State & Zip Code: Aurora IL 60505
Seller's Name: Juan + Benita Guerrero

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 4-15-2016, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect) or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

- | YES | NO | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. I am aware of material defects in the basement or foundation (including cracks and bulges). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. I am aware of leaks or material defects in the roof, ceilings or chimney. <u>new roof 2007</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. I am aware of material defects in the walls, windows, doors or floors. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. I am aware of material defects in the electrical system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8. 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). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16. 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. <u>Built prior to 1978</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 17. I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 19. I am aware of a structural defect caused by previous infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 22. I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 23. 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:

9-no well
12-no fireplace

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Guay Guerrero Date: 4-15-16
Seller: Berta Guerrero Date: 4-15-16

PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: David Abdu Date: 2/7/17 Time: _____
Prospective Buyer: _____ Date: _____ Time: _____

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

Section 5: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units; units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

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

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

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

Section 15. The provisions of the Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgement, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgement or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller. (a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to the Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy or omission.

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

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

Section 30. Disclosure supplement. If prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

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

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

Section 45. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law

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

- 1) personal or facsimile delivery to the prospective buyer;**
- 2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement, or**
- 3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.**

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

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

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

Buyer's initials  (optional)