



**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: 914 N. Winnebago
 City, State & Zip Code: Rockford, IL 61103
 Seller's Name: Paul Cellitti

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 _____, 20____, 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 or floors. |
| <input checked="" type="checkbox"/> | <input 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 type="checkbox"/> | <input checked="" type="checkbox"/> | 9. I am aware of material defects in the well or well equipment. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 10. I am aware of unsafe conditions in the drinking water. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 11. I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12. I am aware of material defects in the fireplace or woodburning stove. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13. I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14. I am aware of unsafe concentrations of radon on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 15. I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> | 18. I am aware of current infestations of termites or other wood boring insects. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> | 20. I am aware of underground fuel storage tanks on the property. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. I am aware of boundary or lot line disputes. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" 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:

#2 Leverage along the front of basement
 #2 Cracks in the front wall of basement
 #6 Peeling in warehouse

Check here if additional pages used: _____

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

Seller: Paul A. Cellitti Date: 3-4-13
 Seller: _____ Date: _____

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

Prospective Buyer: _____ Date: _____ 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 in order to avoid fraud, misrepresentation, or deceit in the transaction.

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.

JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"

RADON DISCLOSURE PURSUANT TO ILLINOIS RADON AWARENESS ACT
FOR SALES OF SINGLE-FAMILY & MULTI-FAMILY RESIDENTIAL REAL PROPERTY

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)

P.A.C. (a) Presence of elevated radon concentrations within the dwelling (check one below):
 Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain)

P.A.C. Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentration have been mitigated or remediated.

(b) Records and Reports available to the seller (check one below):
 Seller has provided the buyer with all available records and reports pertaining elevated radon concentrations within the dwelling (list documents below):

Seller has no reports or records pertaining to elevated radon concentrations within the dwelling.

BUYER'S ACKNOWLEDGMENT (initial each of the following which applies)

- ____ (c) Buyer has received copies of all information listed above.
____ (d) Buyer has received the IEMA approved Radon Disclosure Pamphlet.
____ (e) Buyer has (check one below):
 Received this Radon Disclosure prior to making an offer to purchase the residential real property; or
 Received this Radon Disclosure subsequent to making an offer and has had an opportunity to review the information and amend the offer.

AGENT'S ACKNOWLEDGMENT (initial)

____ (f) 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 provided is true and accurate.

SELLER P.A.C. DATE _____ BUYER _____ DATE _____

SELLER _____ DATE _____ BUYER _____ DATE _____

AGENT K. V. V. V. DATE 3-4-13 AGENT _____ DATE _____

PROPERTY ADDRESS: 914 N. Winnebago, Rockford, IL 61103



JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"



LEAD-BASED PAINT RIDER
FOR RESALES OF SINGLE-FAMILY & MULTI-FAMILY RESIDENTIAL UNITS
CONSTRUCTED PRIOR TO 1978 (TARGET HOUSING) ONLY

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.

SELLER'S DISCLOSURE (Initial)

- P.A.C. (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*)
- _____
- P.A.C. 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 buyer 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.

BUYER'S ACKNOWLEDGMENT (initial)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect your Family from Lead in Your Home*.
- _____ (e) Buyer 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)

- _____ (f) Agent has informed the seller of the seller's obligations under 42 USC 4852(d) 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 Paul A. Cottrell DATE _____ BUYER _____ DATE _____

SELLER _____ DATE _____ BUYER _____ DATE _____

AGENT Kathy V. Lusk DATE 3-4-13 AGENT _____ DATE _____

PROPERTY ADDRESS: 914 N. Winnebago, Rockford, IL 61103



ILLINOIS ASSOCIATION OF REALTORS®
MOLD DISCLOSURE



Printed Name(s) of Seller(s) PAUL & SANDRA CELLITT

Printed Name(s) of Buyer(s) _____

Property Address 914 N WINNEBAGO, ROCKFORD, IL 61103

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

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

Seller: Paul A. Cellitt Date: 3-25-13

Seller: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____