

THE STATE STREET FARM

157[±] Acres, Winnebago Township, Winnebago County, Illinois



THE STATE STREET FARM

Aerial Map



THE STATE STREET FARM

Property Details

LOCATION	The subject farm is located approximately 68 miles northwest of Chicago O'Hare International Airport and is located within the city of Rockford. Nearby cities include: Winnebago (2 miles west), Loves Park (6 1/8 miles northeast), and Byron (9 3/8 miles southwest). The property address is 7552 W State Street, Rockford, IL 61102.
FRONTAGE	There is approximately 7/16 mile of road frontage W State Street/U.S. Route 20 Business and 7/8 mile on U.S. Route 20.
MAJOR HIGHWAYS	The property borders U.S. Route 20 and U.S. Route 20 Business, Illinois Route 2 is 4 1/2 miles east, and Interstate 39 is 9 1/2 miles southeast of the property.
LEGAL DESCRIPTION	A brief legal description indicates The State Street Farm is located in Part of the Southwest Quarter of Section 1, Part of the Southeast Quarter of Section 2, Part of the Northeast Quarter of Section 11 and Part of the Northwest Quarter of Section 12, Township 26 North – Range 11 East (Winnebago Township), Winnebago County, Illinois.
TOTAL ACRES	There are a total of 157.43 acres, more or less, according to the Winnebago County Assessor.
TILLABLE ACRES	There are approximately 145 tillable acres according to the Winnebago County FSA.
SOIL TYPES	Osco silt loam is the primary soil type on this farm.
TOPOGRAPHY	The topography of the subject farm is level to gently rolling.
MINERAL RIGHTS	All mineral rights owned by the seller will be transferred in their entirety to the new owner.
POSSESSION	Possession will be given at closing, subject to the terms and conditions set forth in a purchase contract.
PRICE AND TERMS	The asking price is \$15,600 per acre. The owners are seeking a cash sale. A 10% earnest money deposit should accompany any offer to purchase.
FINANCING	Mortgage financing is available from several sources. Names and addresses will be provided upon request.
GRAIN MARKETS	There are a number of grain markets located within 10 miles of The State Street Farm.

THE STATE STREET FARM

Property Details

TAXES	The 2020 real estate taxes totaled \$14,780.84. The tax parcel numbers are: #14-01-300-033, #14-02-451-019, #14-02-451-021, #14-02-476-002, #14-02-476-003, #14-11-202-001, #14-11-226-001, #14-12-100-001 & #14-12-100-002.
ZONING	The property is zoned R1 - Single Family Residential (Rockford Zoning District).
IMPROVEMENTS	<p>The property includes a home with a number of outbuildings. Improvements and approximate dimensions are as follows:</p> <ul style="list-style-type: none">◇ 2 story single family home with 5 bedrooms, 3 baths and enclosed porch<ul style="list-style-type: none">◇ Garage◇ Milk house◇ Machine shed◇ Hog building◇ Metal shed◇ Storage shed◇ Silos◇ Fenced pasture
COMMENTS	<p>High quality farmland with a home and outbuildings. Excellent location with future development potential.</p> <p>The information in this brochure is considered accurate, but not guaranteed. For inquiries, inspection appointments, and offers, please contact Josh Waddell or Mark T. Mommsen at Martin, Goodrich & Waddell, Inc. at 815-756-3606.</p>

THE STATE STREET FARM

Property Photos



THE STATE STREET FARM

Property Photos



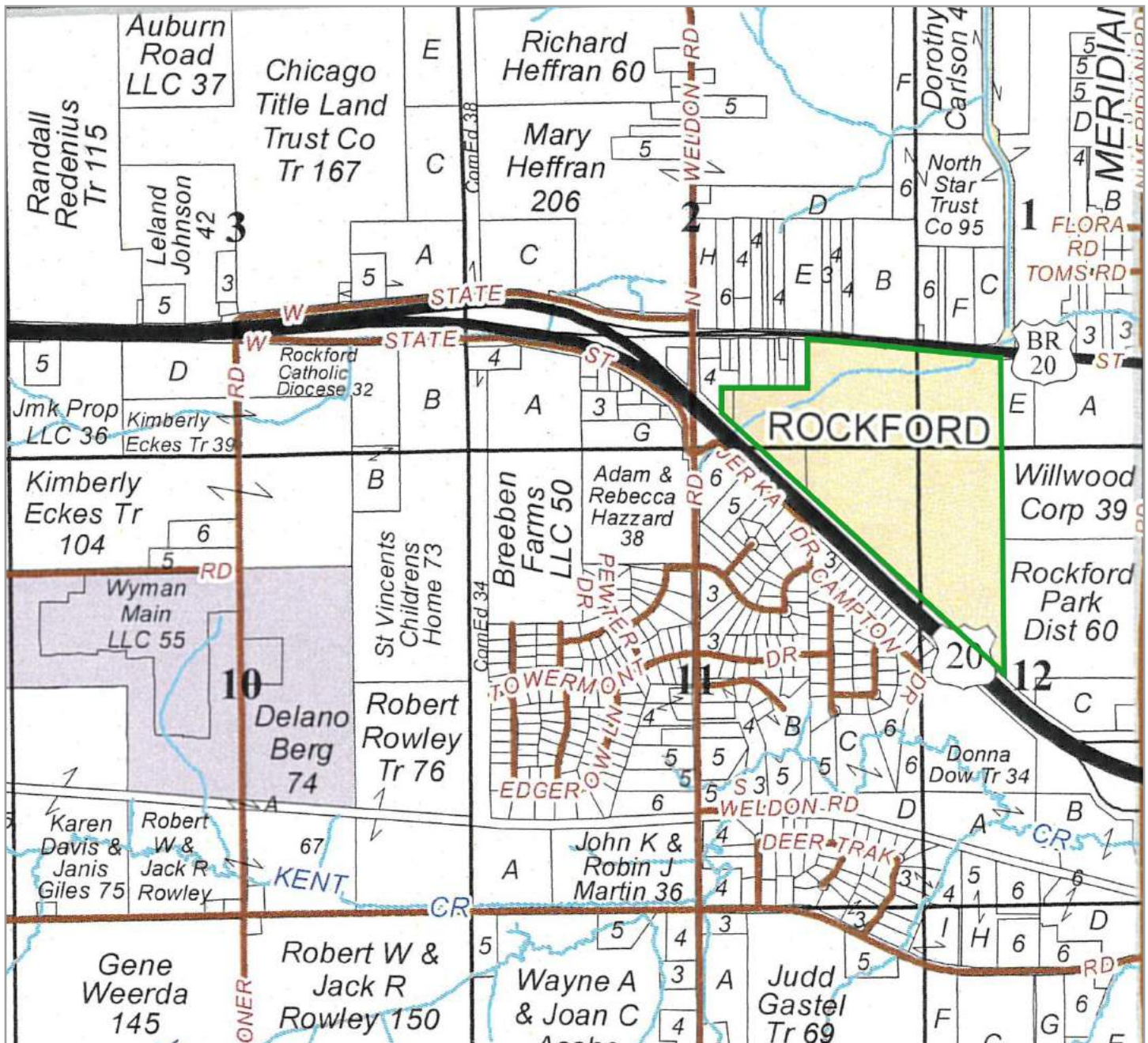
THE STATE STREET FARM

Property Photos



THE STATE STREET FARM

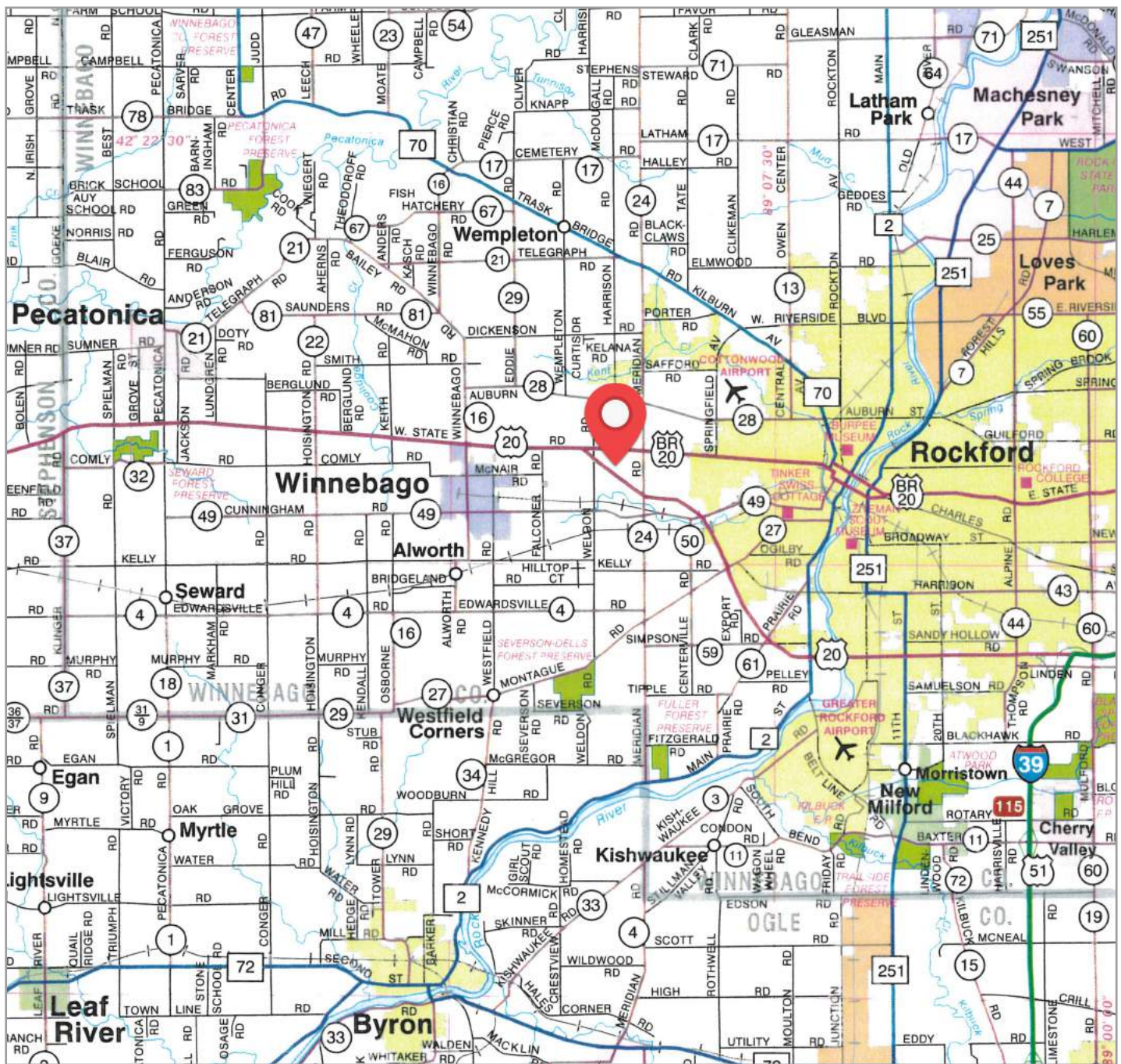
Plat Map



The State Street Farm is located in Part of the Southwest Quarter of Section 1, Part of the Southeast Quarter of Section 2, Part of the Northeast Quarter of Section 11 and Part of the Northwest Quarter of Section 12, Township 26 North – Range 11 East (Winnebago Township), Winnebago County, Illinois.

THE STATE STREET FARM

Highway Map



The State Street Farm is located approximately 68 miles northwest of Chicago O'Hare International Airport and is located within the city of Rockford. Nearby cities include: Winnebago (2 miles west), Loves Park (6 1/8 miles northeast), and Byron (9 3/8 miles southwest).

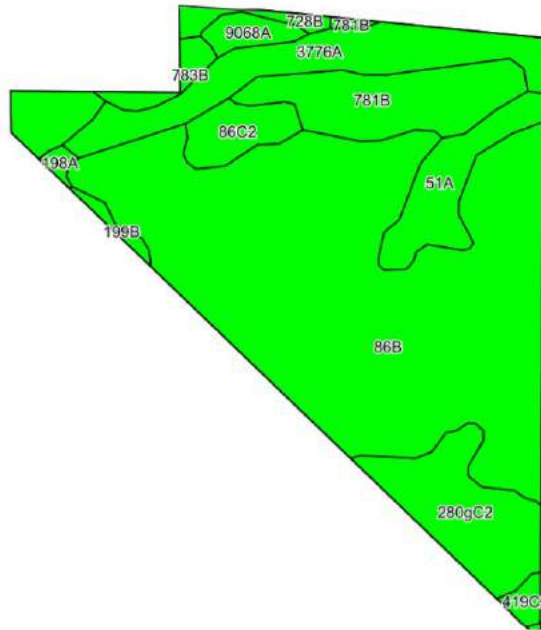
THE STATE STREET FARM

Topography & Flood Map



THE STATE STREET FARM

Soils Information



SOILS DESCRIPTIONS & PRODUCTIVITY DATA

Soil #	Soil Name	Approx. Acres	Corn Yield Index (CYI)*	Productivity Index (PI)*
86B	Osco silt loam	90.57	189	140
280gC2	Fayette silt loam	13.34	155	113
3776A	Comfrey loam	10.57	185	138
51A	Muscatune silt loam	8.30	200	147
781B	Friesland fine sandy loam	7.93	157	118
86C2	Osco silt loam	4.30	178	131
728B	Winnebago silt loam	2.69	162	121
9068A	Sable silty clay loam	2.39	192	143
783B	Flagler sandy loam	2.26	128	95
419C2	Flagg silt loam	1.22	151	111
199B	Plano silt loam	1.02	192	141
198A	Elburn silt loam	0.41	197	143
Weighted Average:			182.5	135.1

**Figures taken from the University of Illinois Bulletin 811, Optimum Crop Productivity Ratings for Illinois Soils.*

THE STATE STREET FARM

Appendix

The following pages contain these documents:

1. FSA Documents
2. Pipeline Map
3. Zoning Map
4. Home Disclosures

For more information, visit [mgw.us.com/State Street](http://mgw.us.com/State_Street)
or contact:

Mark T. Mommsen (815) 901-4269 | Mark.Mommsen@mgw.us.com
Josh Waddell (815) 751-0439 | Josh.Waddell@mgw.us.com



United States
Department of
Agriculture

Winnebago County, Illinois



Common Land Unit

plss_a_il

- Cropland
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 115.64 acres

2022 Program Year

Map Created December 13, 2021

Farm 5180

Tract 1322

IL201_T1322

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland Identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

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United States
Department of
Agriculture

Winnebago County, Illinois



Common Land Unit

- Non-Cropland
- Cropland

Tract Boundary
plss_a_il

0 285 570 1,140
Feet

2022 Program Year
Map Created December 13, 2021

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Tract Cropland Total: 6.06 acres

Farm 5180
Tract 7643

IL201_T7643

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



United States
Department of
Agriculture

Winnebago County, Illinois



Common Land Unit

- Non-Cropland
- Cropland

Tract Boundary
plss_a_il

0 285 570 1,140
Feet

2022 Program Year

Map Created December 13, 2021

Farm 5180

Tract 7644

IL201_T7644

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Tract Cropland Total: 2.81 acres

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United States
Department of
Agriculture

Winnebago County, Illinois



Common Land Unit

- Non-Cropland
- Cropland

Tract Boundary
plss_a_il

0 285 570 1,140
Feet

2022 Program Year

Map Created December 13, 2021

Farm 5180

Tract 7871

IL201_T7871

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Tract Cropland Total: 16.25 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) Imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Operator Name	Farm Identifier
	Not Applicable

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
160.74	145.0	145.0	0.0	0.0	0.0	0.0	0.0	Active	5
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	145.0	0.0	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
CORN	SOYBN	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	105.32	123	0.00
SOYBEANS	35.28	37	0.00
Total Base Acres:	140.6		

Tract Number: 1322 Description H8 (4) WINNEBAGO TWP SEC 2 & 11

FSA Physical Location : Winnebago, IL ANSI Physical Location: Winnebago, IL

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
115.64	115.64	115.64	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	115.64	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	83.99	123	0.00
SOYBEANS	28.15	37	0.00
Total Base Acres:	112.14		

Owners:

FARM: 5180

Illinois

U.S. Department of Agriculture

Prepared: 2/1/22 9:01 AM

Winnebago

Farm Service Agency

Crop Year: 2022

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 2 of 4

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Other Producers: None

Tract Number: 7642 Description H8 (4) WINNEBAGO TWP SEC 2

FSA Physical Location : Winnebago, IL ANSI Physical Location: Winnebago, IL

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
15.25	4.24	4.24	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	4.24	0.0	0.0			
Crop	Base Acreage		PLC Yield	CCC-505 CRP Reduction			
CORN	3.08		123	0.00			
SOYBEANS	1.03		37	0.00			
Total Base Acres:	4.11						

Owners:

Other Producers: None

Tract Number: 7643 Description H8 (4) WINNEBAGO TWP SEC 2

FSA Physical Location : Winnebago, IL ANSI Physical Location: Winnebago, IL

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
7.87	6.06	6.06	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	6.06	0.0	0.0			
Crop	Base Acreage		PLC Yield	CCC-505 CRP Reduction			
CORN	4.4		123	0.00			
SOYBEANS	1.47		37	0.00			
Total Base Acres:	5.87						

Owners:

Illinois
Winnebago

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

FARM: 5180
Prepared: 2/1/22 9:01 AM
Crop Year: 2022
Page: 3 of 4

Report ID: FSA-156EZ

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Other Producers: None

Tract Number: 7644 Description H8 (4) WINNEBAGO TWP SEC 1 & 12
FSA Physical Location : Winnebago, IL ANSI Physical Location: Winnebago, IL

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
4.12	2.81	2.81	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	2.81	0.0	0.0			
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction				
CORN	2.04	123	0.00				
SOYBEANS	0.68	37	0.00				
Total Base Acres:	2.72						

Owners:

Other Producers: None

Tract Number: 7871 Description H8 (4) WINNEBAGO TWP SEC 11
FSA Physical Location : Winnebago, IL ANSI Physical Location: Winnebago, IL

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

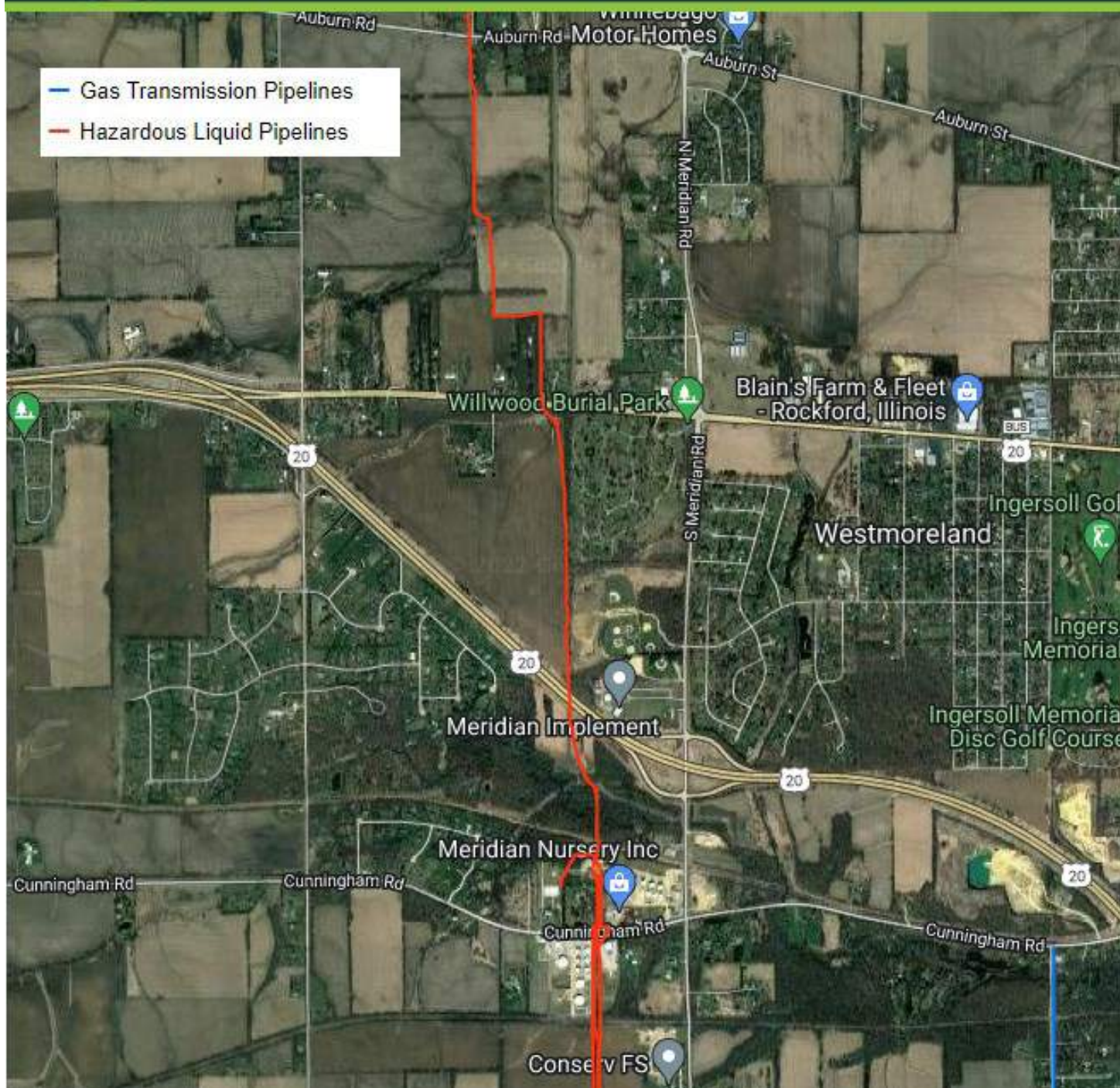
Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
17.86	16.25	16.25	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	16.25	0.0	0.0			
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction				
CORN	11.81	123	0.00				
SOYBEANS	3.95	37	0.00				
Total Base Acres:	15.76						

Owners:



NATIONAL PIPELINE MAPPING SYSTEM

- Gas Transmission Pipelines
- Hazardous Liquid Pipelines



RockfordZoningLayer - Rockford

Esri Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, MET/NASA, EPA, USDA |



Illinois REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT
(765 ILCS 77/35)

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

Property Address: 7552 W State Street
 City, State & Zip Code: Rockford, IL 61102
 Seller's Name: SZMK Naperville, LLC

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	
1.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of flooding or recurring leakage problems in the crawl space or basement.
3.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the basement or foundation (including cracks and bulges).
5.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of leaks or material defects in the roof, ceilings, or chimney.
6.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the walls, windows, doors, or floors.
7.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the electrical system.
8.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
9.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the well or well equipment.
10.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe conditions in the drinking water.
11.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the fireplace or wood burning stove.
13.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of radon on the premises.
15.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of current infestations of termites or other wood boring insects.
19.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of underground fuel storage tanks on the property.
21.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of boundary or lot line disputes.
22.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

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

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

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

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: _____ Date: 1/19/2022

Seller: _____ Date: _____

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

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 et seq.

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

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

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

Section 15. Applicability; Exceptions. The provisions of this 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 judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

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

(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. Disclosure Report; Completion; Time of Delivery. 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 this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.

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

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

Section 30. Disclosure 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. . . . [omitted]

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

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure 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 this 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. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

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

Date provided to Buyer: 1/19/2022

Seller: 



ILLINOIS 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: 7552 W State Street, Rockford, IL 61102

Seller's Disclosure (initial)

Sk

(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):

DS
Sk

☒ 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)

NW

(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 Sergio Kravets Date 2/3/2022

Purchaser _____ Date _____

Seller C450557845AB40B... Date _____

Purchaser _____ Date _____

Agent Josh Waddell Date 2/3/2022

Agent _____ Date _____

(This disclosure form should be attached to the Contract to Purchase.)
 FORM 420 (05/2021) COPYRIGHT ILLINOIS REALTORS®



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

**Radon Warning Statement**

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

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

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

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

- JW (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>Sergi Kravets</u> <small>DocuSigned by: C450557845AB40B...</small>	Date	<u>2/3/2022</u>
Seller	_____	Date	_____
Purchaser	_____	Date	_____
Purchaser	_____	Date	_____
Agent	<u>Josh Waddell</u> <small>DocuSigned by: 0E0AF3F86FF541E...</small>	Date	<u>2/3/2022</u>
Agent	_____	Date	_____

Property Address: 7552 W State Street

City, State, Zip Code: Rockford, IL 61102