



# 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: 3121 Heritage Oaks Ln  
 City, State & Zip Code: Oak Brook Illinois 60523  
 Seller's Name: Dolores + Helge Frank

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 April 12, 2015, 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 checked="" type="checkbox"/> | <input type="checkbox"/>            | <input 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 crawlspace 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 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 type="checkbox"/>            | <input checked="" 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 woodburning stove.   |
| 13. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | I am aware of material defects in the septic, sanitary sewer, or other disposal system.   |
| 14. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | I am aware of unsafe concentrations of radon on the premises.   |
| 15. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.   |
| 16. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.        |
| 17. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.                                     |
| 18. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | I am aware of current infestations of termites or other wood boring insects.  |
| 19. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.   |
| 20. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | I am aware of underground fuel storage tanks on the property.   |
| 21. | <input 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.                 |

Phone:

Fax:

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.

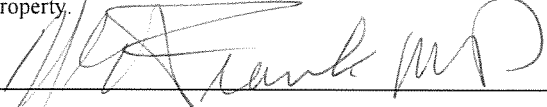
Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

None

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: \_\_\_\_\_. We have no well

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: 4/12/15

Seller: Dolores F. Frank Date: 4-12-15

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**  
**SENATE BILL 828 (PUBLIC ACT 88-111) EFFECTIVE OCTOBER 1, 1994**

AN ACT relating to disclosure by the seller of residential real property.

Section 1. Short title. This Act may be cited as the Residential Real Property Disclosure Act.

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 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 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 from 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. 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. The disclosures required of a seller by this Act, shall be made in the following 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 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. 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 this 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 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. 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. A copy of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Section 99. This Act takes effect on October 1, 1994.

## **PUBLIC ACT (88-111), REPRINTED IN ITS ENTIRETY**

As amended, effective date 1-1-98



# MOLD DISCLOSURE (Buyer and Seller)

Rev. 01/2012



Printed Name(s) of Sellers(s): Dolores F and Helge G. Frank

Printed Name(s) of Buyers(s): \_\_\_\_\_

Property Address: 3121 Heritage Oaks Lane Oak Brook, IL 60523

1. **Seller's Disclosure:** To the best of Seller's actual knowledge, Seller represents:

A. The Property described above:  has  has not been previously tested for Molds: *(check one)*.

(If the answer for 1.A is "has not", then skip 1.B and 1.C and go to Section 2.)

B. The Molds found:  were  were not identified as toxic Molds. *(check one)*.

C. With regard to any Molds that were found:

Remediation measures:  were  were not taken to remove those molds. *(check one)*.

2. **Mold Inspections:** Molds, fungus, mildew, and similar organisms ("Mold Conditions") may exist in the Property of which the Seller is unaware and has not actual knowledge. The Mold Conditions generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and other related conditions and Buyer and Seller shall not rely on Broker or its agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the Property.

3. **Hold Harmless:** Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agents involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold Auction Works (Diana Peterson) (print name of Brokers(s) and Designated Agent(s) harmless in the event any Mold Conditions are present on the Property.

4. **Receipt of Copy:** Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

5. **Professional Advice:** Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

_____	_____	<u>Helge G. Frank MD</u>	<u>4-12-15</u>
Buyer	Date	Seller	Date
_____	_____	<u>Dolores F. Frank</u>	<u>4-12-15</u>
Buyer	Date	Seller	Date



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

Radon Warning Statement

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

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

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

\_\_\_\_\_ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain)

\_\_\_\_\_ (b) Seller has provided the purchaser with all available records and reports pertaining to elevated radon concentrations within the dwelling.

MRF DJL (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.

MRF DJL (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)

JMP (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 Melvin S. Frank III Date 4/12/15

Seller Dolores L. Frank Date 4-12-15

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_

Agent Diana M Peterson Date 4-12-15

Property Address 312 Heritage Oaks Lane City, State, Zip Code Oak Brook IL 60523  
Oak Brook, IL 60523