

VILLAGE OF BRADLEY

ORDINANCE NO. **O-06-22-06**

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN
PROPERTY WITHIN THE VILLAGE OF BRADLEY, KANKAKEE
COUNTY, ILLINOIS
(491 N Cleveland Ave Bradley, IL 60915)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 13 DAY OF June, 2022

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 13 day of June, 2022.

ORDINANCE NO. O-06-22-06

**AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN
PROPERTY WITHIN THE VILLAGE OF BRADLEY, KANKAKEE
COUNTY, ILLINOIS**

(491 N Cleveland Ave Bradley, IL 60915)

WHEREAS, the President and Board of Trustees of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare; and

WHEREAS, the President and Board of Trustees of the Village of Bradley have determined that it is necessary and desirable to purchase certain real estate located within the corporate boundaries of the Village, said property being commonly known as 491 N Cleveland Ave. Bradley, Illinois 60915 and bearing the tax PIN 17-09-29-102-006 (the "Subject Property"); and

WHEREAS, the purchase price for such property shall be One Hundred Forty Five Thousand and 00/100 Dollars (\$145,000.00); and

WHEREAS, said real estate is currently owned by Municipal Trust & Savings Bank ("Seller"); and from the Seller pursuant to the terms set forth in the Purchase Agreement attached hereto as Exhibit A for public purposes.

WHEREAS, the Village will enter into a Purchase Agreement to acquire the real estate from the Seller pursuant to the terms set forth in the Purchase Agreement attached hereto as Exhibit A for public purposes.

WHEREAS, the President and Board of Trustees of the Village of Bradley have determined that the Village's acquisition of the Subject Property is in the best interest of the citizens of the Village and that the Village's ownership and use of such subject property will benefit the public.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The President and Board of Trustees of the Village of Bradley hereby authorize and direct the Village President to execute, and the Village Clerk to attest with his signature, any and all documents necessary to carry out the purchase and transfer of the Subject Property to the Village of Bradley. Such authorization includes, but is not limited to, (1) the execution and attestation of a Real Estate Sales Contract; (2) the execution and attestation of all necessary ALTA statements, RESPA (closing) statements, and title company documents; and (3) the execution and attestation of any and all documents necessary for the disbursement of fund for payment for said real estate. Moreover, such authorization includes, but is not limited to, any and all other acts necessary to obtain title to said Subject Property. Thus, the President and Board of Trustees of the Village of Bradley hereby grant the Village President full power and authority to do and perform each and every act requisite and necessary for the purchase of said Subject Property for the Village of Bradley.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 5. That the Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 13 day of June, 2022.

TRUSTEES:


RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT VANDENHOUT	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>
GENE JORDAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

VILLAGE PRESIDENT:

MICHAEL WATSON Non-Voting - X aye 1

TOTALS: Aye - 6 Nay - 0 Absent - 1

ATTEST:



JULIE TAMBLING, VILLAGE CLERK

APPROVED this 13 day of June, 2022.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

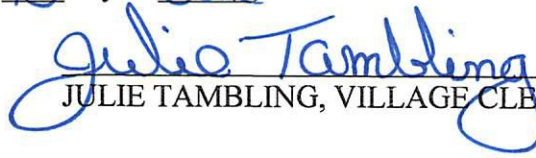


JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Ordinance number **O-06-22-06**, “ AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN PROPERTY WITHIN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS (491 N Cleveland Ave Bradley, IL 60915” which was adopted by the Village Corporate Authorities at a meeting held on the 13 day of June, 2022.

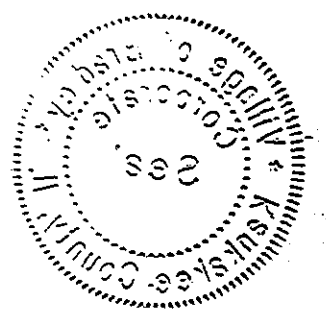
IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 13 day of June, 2022.



JULIE TAMBLING, VILLAGE CLERK



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1 KANKAKEE-IROQUOIS-FORD ASSOCIATION OF REALTORS®. INC
2 REAL ESTATE PURCHASE CONTRACT
3

4 Parties to this agreement acknowledge the following:

5
6 SELLER: Municipal Trust and Savings Bank BUYER: Village of Bradley
7

8 ADDRESS: 720 Main Street NW ADDRESS: 147 S Michigan Avenue
9 Bouchebwaiss, IL 60914 Bradley, IL 60915
10

11 CONFIRMATION OF DUAL AGENCY: The undersigned Seller and Buyer confirm that they have previously consented to
12 _____ ("Licensee") acting as a dual agent in providing brokerage service on their behalf and
13 specifically consent to the Licensee acting as a dual agent with regard to the transaction referred to in this contract.
14 (INITIAL AND COMPLETE WHERE APPLICABLE)

15 _____ Buyers (Initials) Sellers (Initials)
16

17 1. GENERAL INFORMATION: Seller agrees to sell and Buyer agrees to buy upon the terms set forth in this Contract the
18 real estate with the general address of 491 N. Cleveland Avenue, Bradley, IL 60915
19 PIN # 17-09-29-102-006 for a purchase price of \$ 145,000.00 cash mortgage.
20 Earnest money in the amount of \$ 0 shall be held for the mutual benefit of the parties by (check one): Seller's
21 Brokerage; Buyer's Brokerage; _____ as otherwise agreed by the parties as "Escrowee". Earnest
22 Money shall be tendered to Escrowee on or before _____ day(s) after Date of Acceptance. The property to be transferred has
23 approximate lot dimensions of 69.4 x 145 x 54.6 x 145 (approximate), together with existing improvements
24 (hereinafter referred to as the "Premises").
25

26 BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business
27 Hours are defined as 8:00 A.M. to 6:00 P.M. Central Time.
28

29 2. FIXTURES AND PERSONAL PROPERTY: All of the fixtures and personal property stated herein are owned by Seller
30 and to Seller's knowledge are in operating condition on Contract Date, unless otherwise stated herein. Seller agrees to
31 transfer to Buyer all heating, electrical and plumbing systems, and all attached fixtures together with the following items of
32 personal property/fixtures now on the premises: (Check and/or number applicable items)

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> All Planted Vegetation | <input type="checkbox"/> Central Vac & Equipment |
| <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Sump Pump |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Built-in or Attached Shelving | <input type="checkbox"/> Security System | <input type="checkbox"/> Attached Gas Grill |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Window Air Conditioner | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Satellite Dish |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Fireplace Screen(s)/Doors/ | <input type="checkbox"/> Garage Door Opener w/ Transmitters |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> All Window Treatments & Hard-
ware | <input type="checkbox"/> Grates/Gas Logs | <input type="checkbox"/> Above Ground Pool & Equipment |

33 Items NOT included: "Property sold As Is"
34

35 Seller warrants to Buyer that all fixtures, systems and personal property included in this Contract shall be in operating
36 condition at possession except _____
37

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

40 The terms of this Agreement will determine what items are included/excluded, not the multiple listing service or other
41 promotional materials. All items sold shall be fully paid for by Seller by closing. Buyer should verify total square
42 footage, room dimensions, land dimensions, or community amenities if material to Buyer's decision to purchase.

43 ~~3. CONTINGENCIES: Any paragraphs where the blanks are not filled in at the time of execution of this Contract shall be~~
44 ~~deemed to be void. This Contract is contingent upon:~~

45 (a) Buyer obtaining a (check one) conv, insured, FHA, VA, other loan amount of \$ _____ or
46 such lesser amount as Buyer elects. The initial interest rate shall not exceed _____ % per annum to be amortized
47 over not more than _____ years. Buyer shall pay any and all lender fees with exception of \$ _____ or _____ %
48 of purchase price paid by Seller as prepaid expense, closing costs, or both.

49 (1) Buyer shall make written loan application within 5 business days after date of Contract acceptance. Buyer's
50 failure to do so shall constitute Default under this Contract.

51 (2) No later than 45 days after the date of Contract acceptance or 5 days prior to the closing date, whichever is
52 earlier, Buyer shall provide written evidence from Buyer's lender confirming that Buyer has received a
53 written mortgage commitment for the purchase of the Premises. If Buyer is unable to obtain a written
54 mortgage commitment during this time period, Buyer shall provide written evidence of the financing denial
55 to Seller within this time period, and the contract shall be null and void. If Buyer fails to provide such

MM

Address: 491 N. Cleveland Avenue, Bradley, IL 60915

~~written evidence of financing approval or financing denial during this time period, either party shall have the option to terminate the Contract by written notice to the other party no later than 2 business days after this time period.~~

~~(3) If either Buyer or Seller causes a delay in the loan approval process, that party shall not have the right to terminate the Contract under paragraphs (1) or (2) above. If neither Seller nor Buyer chooses to declare the Contract terminated as of the latest date in paragraph 3a (1) or (2), this Contract shall continue in full force and effect without a loan contingency.~~

~~(b) Buyer's sale or Buyer's completion of the sale of the property in which he has an interest located at~~

~~currently marketed at \$ _____ on or before the _____ day of _____, 20 _____. However, Seller reserves the right to accept an offer from another party during the term of the contingency. In the event Seller receives such an offer, he shall notify Buyer in writing and Buyer shall have _____ business days following delivery of such notice to waive this contingency, in which event this Contract shall remain in full force and effect. If the Buyer does not waive this contingency in writing within the time provided for, this Contract shall be null and void and all earnest money shall be promptly returned to the Buyer upon written direction of the parties to the Escrowee.~~

~~If the Buyer waives this contingency, after receipt of the notice described herein, the Buyer shall:~~

- ~~1) Deposit an additional \$ _____ earnest money with the escrowee, namely _____;~~
- ~~2) Provide an unconditional written bridge financing commitment; and~~
- ~~3) Execute a written Removal of Contingency (Rider C)~~

~~(c) Other~~

~~In the event any contingency in this Contract cannot be met, earnest money shall be returned to buyer only upon written direction from the parties or their attorneys to the escrowee.~~

~~4. SURVEY: Seller/Buyer shall pay for a (check one) _____ plat of survey _____ mortgage inspection dated within six (6) months of Closing. Both the plat of survey or mortgage inspection and invoice shall be provided to all parties no later than 2 business days prior to the closing date.~~

~~OR~~

~~No plat of survey or mortgage inspection is required~~

5. CLOSING DATE: The closing date shall be on or before June 24, 2022 at the office of Buyer's mortgagee, if any, otherwise at the office of Kankakee County Title Co.

6. POSSESSION (Select one applicable option)

Seller shall deliver possession to the Buyer at closing, OR See attached Rider A

7. PROPERTY INSPECTION CONTINGENCY (Select one applicable option)

A) Buyer declines to have a professional property inspection performed, OR See attached Rider B and this Contract shall not be contingent upon such an inspection.

B) Buyer declines to have a professional radon inspection performed OR See attached Radon Inspection Addendum

8. ATTORNEY REVIEW: The terms of this Contract and all Riders attached, except the purchase price, closing date, and possession date, are subject to good faith modification (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract date (excluding Saturday, Sunday, and legal holidays). Notice of modification shall be in writing, served upon the other party or his agent, and shall state the specific terms to be modified and the proposed revisions. The modifications must be accepted, rejected or modified by the other party within three (3) business days from the effective date of the notice of the first proposed modifications. FAILURE TO RESPOND TO THE PROPOSED MODIFICATIONS WITHIN THE TIME SET FORTH HEREIN SHALL BE DEEMED ACCEPTANCE OF THE MODIFICATIONS. No other offer may be accepted during the modification period unless the offer is contingent upon termination of this Contract. If all or some of the proposed modifications are not accepted, the party proposing the modifications shall have the right within three (3) business days after the effective date of the notice of rejection of any or all of the proposed modifications to accept the Contract without the proposed modifications or with the accepted modifications, if any, or declare the Contract null and void. If no proposed modifications are requested by any party within three (3) business days of the Contract Date, the provision of this paragraph shall be inoperative and the Contract shall remain in full force and effect.

Buyers Initials MM Sellers Initials E

Address: 491 N. Cleveland Avenue, Bradley, IL 60915

115 **9. RESIDENTIAL REAL PROPERTY, LEAD-BASED PAINT, RADON DISCLOSURES:**
116 (Check one) Buyer: has has not ___ received a completed Illinois Residential Real Property Disclosure Report.
117 has has not ___ received a Lead Paint EPA Pamphlet if premises were built before 1978.
118 has has not ___ received a Lead-based Paint Disclosure if premises were built before 1978.
119 has has not ___ received a IEMA approved Radon Disclosure Pamphlet
120 has has not ___ received a completed Radon Disclosure
121

122 **10. EVIDENCE OF TITLE:** Within ten (10) business days of date of acceptance, Seller shall deliver to Buyer a title
123 commitment including an invoice issued by Kankakee County Title Co. in the amount of the
124 purchase price showing good and merchantable title to the Premises, subject only to the items listed in paragraph 11. If the title
125 commitment discloses material defects other than those permitted in paragraph 11, Seller shall have 30 calendar days from the
126 delivery of title commitment in which to have the defects removed. If Seller fails to remove such defects, Buyer may elect in
127 writing
128 within 2 business days after the expiration of the 30 day period to accept title subject to such unremoved defects. If Buyer does
129 not so elect, this Contract shall be terminated and all earnest money shall be promptly returned to the Buyer upon written
130 direction of the parties to the Escrowee.
131

132 **11. LIMITATION OF TITLE:** Title, when conveyed, shall be good and merchantable subject to the following:
133 (a) Existing leases and tenancies; (b) General real estate taxes and special assessments levied shall be paid through closing date
134 based on latest current tax information; (c) Building lines, use and occupancy restrictions, zoning laws and ordinances, but only
135 if the present use of the property is in compliance therewith or is a valid nonconforming use; (d) Visible public and private
136 roads and highways and public utility easements which do not underlie the improvements on the property; (e) Covenants and
137 restrictions of record; (f) Drainage ditches, feeders and laterals, if any, (g) Party wall rights and agreements, if any; (h) Existing
138 mortgages or Trust Deeds to be released to the closing or assumed by the Buyer.
139

140 **12. DEED AND OTHER DOCUMENTS:** Seller shall, at the closing, convey to Buyer or their nominee, title to the real estate
141 set forth herein by good and sufficient Warranty Deed, or other appropriate deed if title is in a trust or an estate, and release of
142 homestead rights, in recordable form, subject only to the permitted exceptions set forth herein, together with proper
143 documentary stamps and locally approved tax declaration statement if applicable. Seller shall also deliver to Buyer or their
144 nominee, title to the personal property by Bill of Sale with warranty of title, if requested by Buyers. If existing insurance and/or
145 leases are to be assigned, the parties shall execute assignments and acceptances thereof.
146

147 **13. DEFAULT:** Time is of the essence of this Contract. In the event of a default by Seller or Buyer, the Parties are free to
148 pursue any legal remedies at law or in equity. The prevailing party shall be entitled to collect reasonable attorney's fees and
149 costs from the losing party.
150

151 **14. RELEASE OF EARNEST MONEY:** Upon receipt of a written request by Buyer or Seller for return or delivery of the
152 earnest money, or failure of the transaction to close as provided for in this Contract, the holder shall promptly give the other
153 party a copy of the request, and provide both parties a statement of how the holder proposes to distribute the earnest money.
154 If the holder does not receive written objection to the proposed distribution from Buyer or Seller within fourteen (14) days from
155 service of the request and statement, the holder may proceed to distribute the earnest money in accordance with the proposed
156 distribution. The Buyer and Seller instruct the holder of the earnest money that in the event of any dispute regarding the right to
157 the earnest money, the holder shall retain the funds until receipt of joint written instruction from both Seller and Buyer or Order
158 of Court. Alternatively, the holder may interplead any funds held into the Court for distribution after resolution of the dispute
159 between Seller and Buyer, and the holder may retain from the funds the amount necessary to reimburse holder for court costs
160 and reasonable attorney's fees incurred due to the interpleader. If the amount held is inadequate to reimburse holder for court
161 costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify holder for additional costs and fees incurred.
162

162 The Seller will pay the 1st and 2nd Installment of the 2021 Taxes at the Closing.
163 ~~**15. PRORATIONS:** a) Real Estate Taxes. Real estate taxes payable shall be paid by or at Closing by Seller. Real estate taxes
164 that are a lien on the property but not yet payable shall be prorated to the date of closing based on the most recent tax valuation
165 factors, the latest known equalization factors, and the latest known tax rate. b) Miscellaneous Prorations. Proratable public
166 utility costs, including heat, light, power, electricity, water or fuel remaining in storage on said premises; premiums on any
167 insurance policies assigned to Buyer; rents and deposits, if applicable; accrued interest on any assumed mortgage; private
168 service contracts; and homeowners association dues and assessments, if any, shall be prorated as of the Closing date. Recurring
169 special charges and special taxes shall be prorated on the basis of the last ascertainable bill. c) Special Assessments. Any
170 unpaid special assessment confirmed prior to the date of this Contract shall be paid by Seller. Any special assessment confirmed
171 after the date of this Contract shall be paid by Buyer.~~
172

There will be no proration for the 2022 Real Estate Taxes.

Buyers Initials MW Sellers Initials Q

Address: 491 N. Cleveland Avenue, Bradley, IL 60915

173 16. **LOSS BY FIRE OR CASUALTY:** If prior to delivery of deed the improvements on the premises shall be destroyed or
174 materially damaged by fire or other casualty, Buyer shall have the option of declaring in writing this Contract null and void and
175 receiving a refund of the earnest money paid. Buyer will have the option of accepting the premises as damaged or destroyed
176 together with the proceeds of any insurance payable as a result of the destruction or damage. Seller agrees to assign proceeds to
177 the Buyer and to cooperate with Buyer in obtaining the proceeds of such insurance.

178
179 17. **DWELLING CODE VIOLATIONS:** Seller warrants that if the real estate to be conveyed is a dwelling structure, that no
180 notice has been received from any Government authority of any dwelling code violation within ten (10) years of the date of
181 acceptance of this Contract affecting the said property and if any such notice is received prior to closing the Seller will
182 immediately notify the Buyer in writing. Unless the Seller corrects any such violation prior to closing the Buyer shall have the
183 right to rescind this Contract.

184
185 18. **CONDITIONS OF PROPERTY:** Until possession of the property is delivered to Buyer, Seller shall maintain the same so
186 that upon delivery of possession the property shall be in the same condition as it was on the date this Contract was signed by
187 Buyer, ordinary wear and tear excepted, with all appliances and equipment to be delivered to Buyer in proper operating
188 condition. Seller shall leave the premises in broom-clean condition. All refuse and personal property not to be conveyed to
189 Buyer shall be removed from the Premises at Seller's expense by the possession date. Buyer shall have the right to inspect the
190 Premises 14 days prior to closing and again on the day of closing or day prior to closing..

191
192 19. **REAL ESTATE SETTLEMENT PROCEDURES ACT:** Seller and Buyer shall provide such information as may be
193 required and execute all documents necessary in order to comply with the provisions of the Real Estate Settlement Procedures
194 Act as amended.

195
196 20. **NOTICES:** All notices required pursuant to this contract shall be in writing and signed by either the party or his attorney.
197 Notice shall be given to the other party or his attorney if indicated or known by: (a) mail, and sent either to the address of the
198 party or his attorney, or his agent or representative set forth herein or, if there is no address shown for the Seller, then to the
199 address of the Premises, in which case notice shall be effective on the date of receipt; (b) personally served upon the other party
200 or his attorney, or his agent or representative, in which case notice shall be effective on the date of delivery; (c) fax
201 transmission with a copy then sent by regular U.S. mail to the address of the party or his attorney, or his agent or representative
202 set forth herein or, if there is no address shown for the Seller, then to the address of the Premises. Notice by fax transmission
203 shall be effective on the date of transmission; or (d) email transmission if an email address has been provided by the recipient
204 party or his attorney, in which case notice shall be effective on the date and time of transmission. Notice to any one party of a
205 multiple person party shall be sufficient service to all.

206
207 21. **FLOOD PLAIN:** The Buyer shall have the option of declaring the Contract null and void within three (3) business days of
208 receipt of any notice, including the Residential Real Property Disclosure Report, that the Premises are located in a special flood
209 plain hazard area which requires the Buyer to carry flood insurance.

210
211 ~~22. **WELL, WATER AND SEPTIC TESTS:** If Premises has a well, Seller, at Seller's expense, shall provide to Buyer, no
212 later than 14 days prior to closing, test results for bacteria and nitrates, and any other tests required by Buyer's financing.
213 Additional well water tests requested by Buyer shall be paid for by (check one) Seller Buyer and shall not exceed
214 \$_____. In the event the Premises has a septic system, Seller shall provide to Buyer at Seller's expense, no later than 14
215 days prior to closing, septic test results indicating such system to be in proper operating condition. The well and septic tests
216 shall be dated no more than 60 days prior to closing.~~

217
218 ~~23. **WOOD INFESTATION INSPECTION:** No later than 14 days prior to closing, Seller, at Seller's expense, shall cause the
219 premises to be inspected by a reputable termite inspection company and shall cause such company to issue a written report
220 dated not more than sixty (60) calendar days prior to the date of contract acceptance to Buyer and Buyer's mortgage lender, if
221 any, stating that after a reasonable inspection there is no visible evidence that the improvements on the premises are infested by
222 active termites or other wood-boring insects and that there is no unrepaid structural damage from prior infestation~~

223
224 24. **SMOKE ALARM & CARBON MONOXIDE INSPECTIONS:** If required by lender or ordinance, Seller agrees to
225 obtain, at Seller's cost, no later than 14 days prior to closing satisfactory smoke detector & carbon monoxide inspections of the
226 Premises. The smoke detector & carbon monoxide inspections shall be performed within thirty (30) calendar days prior to
227 closing date or as defined by the appropriate municipality.

228
229 ~~25. **DEFECTIVE INSPECTIONS:** Should the well, septic, wood infestation, and/or smoke detector inspection reports not be
230 satisfactory, then Seller may elect to employ qualified contractors to perform the necessary repairs or improvements prior to
231 closing. If Buyer's mortgage lender agrees, Sellers may elect to withhold sufficient sums from the sale proceeds at closing to
232 assure such performance in a timely manner. Should Seller refuse to pay for such repairs or improvements or Buyer chooses not~~

Buyers Initials MM

Sellers Initials Q

Address: 491 N. Cleveland Avenue, Bradley, IL 60915

233 to accept, then Buyer may void this Contract without penalty by so notifying Seller within two (2) calendar days of Seller's
234 refusal to pay for such repairs, and all earnest money shall be promptly returned to the Buyer upon written direction of the
235 parties or their attorneys to the Escrowee.
236

237 26. NAME, ADDRESS & TAX I.D.: Seller, unless exempt under Internal Revenue Service Reporting Requirements, agrees to
238 furnish to the person responsible for the closing of this Contract, his name, address and taxpayer identification number.
239

240 27. MISCELLANEOUS: The singular shall include the plural, whenever appropriate, and the masculine shall include both
241 feminine and neuter. In the event one or more of the provisions of this Contract shall be declared to be null and void by a Court
242 of competent jurisdiction, such judgment or decree shall not in any manner affect or nullify any of the remaining provisions of
243 this Contract and they shall continue in full force and effect.
244

245 **THIS IS A LEGALLY BINDING CONTRACT. UNLESS YOU FULLY UNDERSTAND THIS CONTRACT WITH**
246 **ITS ATTACHED RIDERS LETTERED**
247 **CONSULT AN ATTORNEY BEFORE SIGNING.**
248

249 This agreement is subject to an existing Contract previously executed by Seller and in the event said Contract becomes
250 inoperative on or before the _____ day of _____ this Contract shall immediately become binding upon
251 the parties hereto.
252

253 This Contract executed by Buyers this _____ day of _____ 20__ and Seller shall have
254 _____ calendar days to accept, counter or reject this contract. Buyer shall have _____ calendar days to accept, counter or
255 reject any initialed changes to this Contract.
256

257 Facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract. A hard copy of
258 contract shall be signed and returned within 10 days of acceptance, and shall be held by the Listing company.
259

260	BUYER(S):		SELLER(S):	
261	<u>Michael Watson</u>	<u>06/02/2022</u>	<u>[Signature]</u>	<u>6/2/22</u>
262	SIGNATURE	DATE	SIGNATURE	DATE
263	<u>Bradley Village Pres.</u>			
264	SIGNATURE	DATE	SIGNATURE	DATE
265				
266				

267		ACCEPT ()	REJECT ()
268	TIME: _____ A.M. _____ P.M.	DATE _____	DATE _____

269 The undersigned acknowledges receipt of the earnest money (Cash, Check, Note)
270
271

FOR INFORMATION ONLY

276	Agent of the Buyer	Agent of the Seller
277	Agent MLS ID No: _____	Agent MLS ID No: _____
278		
279	Agent Real Estate Lic No: _____	Agent Real Estate Lic No: _____
280		
281	Office: _____	Office: _____
282		
283	Office MLS ID No: _____	Office MLS ID No: _____
284		
285	Office Real Estate Lic No: _____	Office Real Est Lic No: _____
286		
287	Phone: _____	Phone: _____
288		
289	Fax: _____	Fax: _____
290		
291	E-mail: _____	E-mail: _____

Buyers Initials MW Sellers Initials [Signature]

Address: 491 N. Cleveland Avenue, Bradley, IL 60915

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Attorney of the Buyer

Office: _____

Phone: _____

Fax: _____

E-mail: _____

Attorney of the Seller

Office: _____

Phone: _____

Fax: _____

E-mail: _____

Mortgage Co: _____

NMLS No: _____

Loan Officer Name: _____

Loan Officer Lic Number: _____

Loan Officer Email: _____

Buyers Initials 

Sellers Initials 

Address: 491 N. Cleveland Avenue, Bradley, IL 60915

The property, including all mechanical equipment and personal property to be conveyed by Seller, has been inspected by buyer to buyer's satisfaction, and Buyer makes this offer to purchase all of the above in its present condition "as is".

No representations have been made by Seller, Seller's agent or buyer's agent with respect to the condition of the property, mechanical equipment or personal property to be conveyed by Seller.

The provisions of this rider supersede any inconsistent provisions contained in the real estate sales contract.

Buyers: Village of Bradley

Michael Watson

Date 06/02/2022

Sellers: Municipal Trust and Savings Bank

[Signature]
Date 6/2/22



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: 491 N. Cleveland Avenue
 City, State & Zip Code: Bradley, IL 60915
 Seller's Name: Municipal Trust and Savings Bank

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 June 3, 2022, 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 type="checkbox"/> | Seller has occupied the property within the last 12 months. (No explanation is needed.) |
| 2. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of flooding or recurring leakage problems in the crawlspace or basement. |
| 3. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the basement or foundation (including cracks and bulges). |
| 5. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of leaks or material defects in the roof, ceilings or chimney. |
| 6. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the walls, windows, doors or floors. |
| 7. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the electrical system. |
| 8. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe conditions in the drinking water. |
| 11. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the heating, air conditioning, or ventilating systems. |
| 12. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the fireplace or woodburning stove. |
| 13. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of material defects in the septic, sanitary sewer, or other disposal system. |
| 14. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of radon on the premises. |
| 15. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises. |
| 16. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of current infestations of termites or other wood boring insects. |
| 19. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of underground fuel storage tanks on the property. |
| 21. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | I am aware of boundary or lot line disputes. |
| 22. <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" 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:

Property Sold AS IS

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: 6/2/22
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: Michael Watson Date: 06/02/2022 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.

Buyer's initials MM (optional)



**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.
- (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

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

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

Agent's Acknowledgement (initial IF APPLICABLE)

- (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>6/2/22</u>
Seller	_____	Date	_____
Purchaser	<u>Michael Watson</u>	Date	_____
Purchaser	_____	Date	_____
Agent	_____	Date	_____
Agent	_____	Date	_____

Property Address: 491 N. Cleveland Avenue
 City, State, Zip Code: Bradley, IL 60915



**CHICAGO 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.

Seller's Disclosure (initial) (All Sellers should initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

 _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 _____ (b) Records and Reports available to the seller (check one below):
 _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based 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 Acknowledgement (initial) (All Purchasers should 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 Acknowledgement (initial) (Seller's Designated Agent)

- _____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 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 [Signature] Date 6/2/22 Seller _____ Date _____
 Purchaser Michael Watson Date 06/02/2022 Purchaser _____ Date _____
 Agent _____ Date _____ Agent _____ Date _____

Location of Property 491 N. Cleveland Avenue City Bradley State IL Zip Code 60915

**Keep a fully executed copy of this document for three (3) years from the date hereof.
This Disclosure Form should be attached to the Real Estate Sale Contract.**



MOLD DISCLOSURE
(Buyer and Seller)

Rev. 01/2012



Printed Name(s) of Sellers(s): Municipal Trust and Savings Bank

Printed Name(s) of Buyers(s): Village of Bradley

Property Address: 491 N. Cleveland Avenue, Bradley, IL 60915

- 1. Seller's Disclosure: To the best of Seller's actual knowledge, Seller represents:
A. The Property described above: [] has [X] has not been previously tested for Molds: (check one).
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.
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.
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.

Michael Watson 06/02/2022 [Signature] 6/2/22
Buyer Date Seller Date

Buyer Date Seller Date