

NOTICE TO SELLER

(For purchase assistance only ~ Must accompany Purchase Contract)

_____, (the “Buyer”) is interested in purchasing the property located at _____, Peoria, Illinois (the “Property”) from you. If the purchase is completed, the Buyer will receive financial assistance from the HOME Investment Partnership Act (HOME Program) administered by the City of Peoria. In connection with the receipt of this assistance, the Buyer must provide you with this Notice before signing a purchase contract for the Property.

You are hereby notified of the following:

1. The fair market value of the Property shall be equal to the purchase price or the appraised value, whichever is less. The “appraised value” shall be determined by the Buyer’s first mortgage lender in accordance with federal appraisal guidelines.
2. Closing is contingent upon the Buyer receiving financial assistance through the HOME Program.
3. The Buyer does not have the power of eminent domain. The Buyer will not be able to obtain the Property if the Buyer’s negotiations with you do not result in a contract to purchase the Property voluntarily agreed to by you and the Buyer.
4. Financial assistance available to the Buyer through the HOME Program to purchase the Property is contingent upon the Property meeting minimal International Property Maintenance Code (version 2006) (“Code”). You will need to cooperate with the scheduling of a Code property inspection (the “Property Inspection”). In addition, if any portion of the Property was constructed prior to 1978, the HOME Program requires that the Property be assessed for any lead based paint hazards, as part of the Property Inspection, by an inspector certified to assess lead based paint risks. In order to avoid additional testing, as described below in Paragraph 5, the Property cannot have any cracked, chipped, peeling or deteriorating paint at the time of the Property Inspection.
 - a. The Property Inspection needs to be scheduled within two (2) calendar weeks from the date of the signing of the purchase contract by both you and the Buyer. Scheduling of the Property Inspection within this time frame will help to ensure that the loan closing takes place as planned.
5. Within one (1) business week after the date the Property Inspection takes place, you (and/or your representing agent) will receive a written “Notice of Completed Property Inspection” showing that the Property either passed or failed the Property Inspection. If the Property fails the Property Inspection, you will receive with your Notice a description of the repairs that will need to be made in order to meet minimal Code. If any portion of the Property was constructed prior to 1978 and the Property Inspection indicates there is paint in deteriorating condition, then additional testing will be required to determine the presence of lead based paint. This testing will be paid for by [Buyer / Seller] (circle one). If the test reveals the presence of lead based paint at the Property, the Seller will be responsible for engaging the services of a certified lead paint service provider to address the lead based paint hazard and obtain clearance, at the Seller’s expense.

You are under no obligation to make any of the repairs described in the “Notice of Completed Property Inspection”. However, if you choose not to make the repairs described in the Notice, the Buyer may withdraw from the contract to purchase the Property, without penalty or loss of the Buyer’s earnest money deposit.

If you chose to make the repairs described in the Notice, all such repairs must be completed and paid for by you within fourteen (14) calendar days of receipt of the “Notice of Completed Property Inspection”. Once the identified repairs have been made, you (and/or your representing agent) must notify the inspector to schedule a re-inspection of the Property. All re-inspections must be completed at least three (3) business days prior to the scheduled closing.

6. If this Notice has not been provided to you prior to, or on the date you and the Buyer sign a contract to purchase the Property, you may withdraw from the purchase contract if you give the Buyer written notice of withdrawal within seven (7) calendar days of the date you receive this Notice. Such withdrawal will be without penalty or loss of the Buyer’s earnest money deposit.

7. Please sign and date this Notice as an acknowledgement that you have received a copy signed by the Buyer and have read the same.

Buyer’s Signature

Date

Buyer’s Signature

Date

Received By:

Seller’s Signature

Date

Seller’s Signature

Date