

## NOTICE TO SELLER

(FOR ACQUISITION AND REHABILITATION ASSISTANCE)

\_\_\_\_\_ (the "Buyer") is interested in purchasing property located at \_\_\_\_\_, Illinois (the "Property") from you. If the purchase is completed, the Buyer will receive financial assistance from the Illinois Affordable Housing Trust Fund Homebuyer Rehabilitation Assistance Program ("Trust Fund Program") administered by the Illinois Housing Development Authority ("IHDA"). 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 the purchase price or the appraised value, whichever is lower. 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 Trust Fund 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. Trust Fund financial assistance available to the Buyer to purchase the Property is contingent upon the Property meeting International Property Maintenance Code (IPMC) as adopted with local amendments. In addition, if any portion of the Property was constructed prior to 1978, IHDA requires that the Property must be assessed for any lead-based hazards as part of such inspection, by an inspector certified to assess lead-based paint risks. You must cooperate with the scheduling of the Property Inspection. The Property Inspection must take place within four (4) days 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. The Property Inspection shall be performed to identify the repairs that need to be made to bring the Property up to IPMC. In addition, if any portion of the Property was constructed prior to 1978, then additional testing may be required to determine the presence of a lead-based paint hazard. After the Property Inspection is performed a Work Write-up will be developed by **City of Rockford** to estimate the cost such repairs or **City of Rockford** shall solicit proposals from contractors to bid on such repairs.
6. After the work write-up is completed, or after the proposals from contractors bidding on such repairs is received, the **City of Rockford** will provide you with a "Notice of Completed Property Inspection" showing that the cost of the necessary repairs either exceeds, or is equal to or less than \$20,000.
7. If the estimated cost of repairs described in the work write-up, or the proposals from contractors bidding on such repairs exceed \$ 20,000 including necessary repairs with respect to lead-based paint hazards, then the Buyer may withdraw from the contract to purchase the Property without penalty or loss of Buyer's earnest money. If the estimated cost of repairs described in the work write-up, or the proposals from contractors bidding on such repairs is equal to, or less than \$20,000 including necessary repairs with respect to lead based-paint hazards, then the closing can take place as scheduled.

8. If this Notice has not been provided to you prior to 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) days of the date you received this Notice.
  
9. I (We) have read this Notice, and I (we) have received a signed copy of this Notice for my (our) records.

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Buyer's Signature

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Date

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Buyer's Signature

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Date

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Received By

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Date

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Seller's Signature

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Date

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Seller's Signature

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Date