



CONTRACT TO PURCHASE REAL ESTATE



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Date: _____

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

1. MUTUAL COVENANTS. Seller agrees to sell and Buyer agrees to purchase the following described real estate, together with all appurtenances thereof upon the terms set forth in this Contract:

Legal Description: _____

Parcel Number _____ situated in _____ County, Illinois, commonly known as _____ with an approximate lot size of _____ ("Property") Mobile home _____ Model _____ ID# _____

"Buyer" and "Seller" as used in this Contract shall mean those parties respectively set forth on the signature page hereof. For purposes hereof, this document and all approved addenda shall be referred to as the "Contract".

2. DUAL AGENT. The Parties confirm(s) that they have previously consented to the Designated Agent (designated on the last page of this Contract), acting as a dual agent in providing brokerage services on behalf and specifically consent(s) to such Designated Agent acting as a dual agent in regard to this transaction.

SELLER INITIALS _____ BUYER INITIALS _____

3. OFFER AND ACCEPTANCE. These terms shall constitute an offer, which shall expire and any Earnest Money (hereafter defined) shall be returned, unless the offer is accepted on or before the Acceptance Deadline (hereafter defined). NO CONTRACT SHALL EXIST BETWEEN THE PARTIES UNLESS THIS CONTRACT AND ALL ADDENDA (INCLUDING COUNTER OFFERS) IS/ARE SIGNED BY BOTH BUYER AND SELLER. THE "EFFECTIVE DATE" OF THE CONTRACT SHALL BE THE LAST DATE THAT ALL PARTIES HAVE SIGNED THIS CONTRACT AND ALL ADDENDA (INCLUDING COUNTER OFFERS, IF ANY).

4. TENANCY. No less than ten (10) days prior to closing date, the Buyer shall direct how title shall be taken.

5. PURCHASE PRICE. \$ _____ ("Purchase Price") \$ _____ ("Earnest Money") to be deposited within _____ (____) days after Effective date and to be held in the escrow account of _____, escrow agent, for disposition in accordance with this Contract and as required by law.

6. HOME WARRANTY PLAN. Homeowner's warranty Contract [] waived [] provided by: [] Seller [] Buyer from _____ not to exceed the cost of \$ _____. The Parties are advised that one of the real estate agencies may receive compensation, from the company issuing the Homeowner's warranty contract for services rendered on behalf of the Seller and/or Buyer.

7. INCLUSIONS/EXCLUSIONS. The following ITEMS, only if present in the Property, are included in the sale and are the exclusive property of the Seller, having been paid in full:

- Above Ground Swimming Pool & Equipment
All Bathroom Mirrors
All Ceiling Fans
Attached Mirrors
Attic Fan
Awnings
Blinds/Shades/Shutters
Built-in Appliances
Carpeting
Central Vacuum/Attachments
Curtain Rods
Exterior Gas or Electric Lights
Fences
Fireplace Screens/Doors
Fuel Tank
Garage Door Opener & All Remotes
Gas Grill (attached)
Gas Logs
HVAC System
Light Fixtures
Plants & Shrubbery
Satellite Dish
Screens
Security System
Smoke Alarm
Storm Doors/Windows
Sump Pump
Television Antenna
Utility Shed
Ventilating Fans
Wall Mounts/Brackets
Water Heater
Water Softening System

For additional inclusions see the Addendum for Personal Property.

The following items are excluded: _____

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8. CLOSING AND POSSESSION. The "Closing" or "Closing Date" is the day on which the Parties have fulfilled their obligations under the Contract, including instruments necessary to convey title and the deposit of the Purchase Price for disbursement to the Seller. The Closing under this Contract shall take place on or before _____ at the office of the title company or insured escrow agent ("Closing Agent" or "Title Company") as chosen by the Seller, subject to the provisions of this Contract. ***Except as may be provided by Addendum, Seller shall deliver possession and keys to the Property to the Buyer no later than the time of Closing.*** Seller agrees to leave the Property in broom clean condition, free of all litter, trash and/or debris, and to remove all personal property not sold to Buyer. Buyer and Seller authorize the Closing Agent to release to the real estate agent(s) signed copies of the HUD/RESPA statement, including both Buyer and Seller information. Seller grants Buyer and Buyer's Designated Agent the right to enter and "walk through" the Property and the right to have utilities turned on or transferred, at Buyer's expense, ***within four (4) days prior to Closing.*** The purpose of the "walk through" is for the Buyer and Buyer's inspector and/or contractors to verify that the Property is in the same general condition it was as of the Effective Date of this Contract and the agreed upon repairs, if any, were completed in a workmanlike manner. Waiver of inspections herein does not waive the right to a "walk through" prior to Closing.

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9. FINANCING CONTINGENCY.

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Mortgage Loan. This Contract is contingent upon Buyer obtaining a mortgage loan commitment with a Loan Amount: _____ % of the Purchase Price; Initial annual interest rate not greater than: _____ % for a term no less than _____ years amortized over _____ years.

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Seller agrees to pay up to \$ _____ of Buyer's loan Closing costs, prepaid expenses, origination fee and discount costs (points). Pre-approval letter from Buyer's lender attached or shall be submitted to Seller by _____ (date) ("Pre-Approval Deadline"). If the Buyer does not provide a written pre-approval letter by the Pre-Approval Deadline, Seller may terminate this Contract by delivery of a Termination Notice ***within five (5) days*** after such Pre-Approval Deadline. Failure of Seller to timely deliver such Termination Notice shall be considered a waiver of Seller's rights to receive the Pre-Approval Letter. For Termination Procedure see Paragraph 37.

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The Buyer must satisfy the balance of the obligations set forth in this Paragraph 9 Financing Contingency within _____ ***days after the Effective Date or ten (10) days prior to the Closing Date*** (whichever date is earlier), subject to Seller's acceptance of Loan predications ("Finance Contingency Deadline").

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Buyer is required to immediately apply for the financing indicated above and may not rely on any other contingency in this Contract or Addenda to this Contract to delay such application. Buyer shall use due diligence and good faith in obtaining such financing or assumption and in serving upon Seller written evidence of a commitment for same (i.e.: all appraisals completed, no sale of other property unless provided by addendum) ("Loan Commitment"). If Buyer has been unable to obtain a Loan Commitment and has served a copy of a written statement by the lender of such inability upon the Seller by the Finance Contingency Deadline, the Buyer may terminate this Contract by service of the Termination Notice on the Seller on or before such Finance Contingency Deadline. If Buyer has not served upon Seller written evidence of a Loan Commitment on or before the Finance Contingency Deadline Seller may, ***within five (5) days*** after the Finance Contingency Deadline, terminate this Contract by service of the Termination Notice on Buyer. For Termination Procedure see Paragraph 37. The Parties herein grant to the Buyer's lender the permission and authority to disclose information concerning the status of the loan (such as additional requirements or predications) to the respective Designated Agents.

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The Parties are cautioned that inspection/repairs to the Property may be a requirement for any loan.

Buyer agrees to accept the financial responsibility for any and all inspections, which may be required by the lender whether, said inspection is for, but not limited to, heating systems, cooling systems, roof condition, well(s), and/or septic systems(s) and/or the total cost of any survey.

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TYPE: CNV. FHA Rural Dev. VA Other ____ (Insert appropriate Letter C, D, E or F)

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(A) **FHA/Rural Development Mortgage Loan.** If either the "FHA or Rural Development Mortgage Loan" box is marked, then this Contract is contingent upon Buyer securing a commitment for a FHA or Rural Development mortgage loan based upon the Purchase Price as stated in this Contract, no greater than the Loan Terms as stated above. It is expressly agreed that notwithstanding any other provision of this Contract, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty for forfeiture of Earnest Money or otherwise unless the lender has delivered to the Buyer a written statement issued by the Federal Housing Commissioner or a Direct Endorsement lender or governing Rural Development authority setting the appraised value of the Property (excluding closing costs) of not less than the Purchase Price, which statement the lender (by

91 regulation) hereby agrees to deliver to the Buyer promptly after such appraised value statement is
 92 made available to the lender. The buyer shall, however, have the privilege and option of proceeding
 93 with consummation of this Contract without regard to the amount of the appraised valuation. The
 94 appraised valuation is arrived at to determine the maximum mortgage amount the Department of
 95 Housing and Urban Development (“HUD”) will insure. HUD does not warrant the value or the condition
 96 of the Property. The Buyer should satisfy himself that the Purchase Price and the condition of the
 97 Property are acceptable. The Parties will sign the FHA Real Estate Certification forms or Rural
 98 Development forms required for all FHA/Rural Development mortgages promptly upon receipt of the
 99 forms for certification from the lender.

100 (B) **VA Mortgage Loan.** If the “VA Mortgage Loan” box is marked above, then this Contract is contingent
 101 upon Buyer securing a commitment for a VA mortgage loan (excluding closing costs), which is not less
 102 than the Purchase Price of the Property as stated in this Contract plus charges to be paid by Seller; and
 103 no greater than the Loan Terms as stated above. Buyer shall not incur any penalty by forfeiture of
 104 Earnest Money or otherwise be obligated to complete the purchase of the Property described herein, if
 105 the Purchase Price or cost exceeds the reasonable value of the Property established by the Veterans
 106 Administration. The Buyer shall, however, have the privilege and option of proceeding with
 107 consummation of the Contract without regard to the amount of the reasonable value established by the
 108 Veterans Administration. If the Veterans Administration issues a certificate of reasonable value in an
 109 amount less than the Purchase Price of this Contract, Seller shall have the option, **within ten (10) days**
 110 after receipt of a copy from Buyer of such certificate of reasonable value, to reduce the Purchase Price
 111 to the amount specified therein, or to declare the Contract terminated by delivery of the Termination
 112 Notice to the Buyer, which includes a release of Earnest Money to the Buyer. For Termination
 113 Procedure see Paragraph 37. **Notwithstanding anything in this Contract to the Contrary, if current**
 114 **Veterans Administration Regulations require the Seller to pay for the wood infestation report**
 115 **required by Paragraph 12 of this Contract, such report must be paid by Seller.**

116 (C) **Mortgage Assumption.** If the “Other” box is marked with the Letter C, this Contract is contingent upon
 117 Buyer, at Buyer’s expense obtaining the lenders’ consent, if necessary, to Buyer’s assumption of Seller’s
 118 mortgage, and Contract to pay the existing real estate mortgage loan with an approximate balance of
 119 \$_____ with an interest rate of not greater than _____ % per annum, and with a
 120 transfer fee of no more than \$_____ or _____ % of loan amount. Seller agrees to
 121 permit such assumption WITH WITHOUT (check one) release of Seller’s obligations. Interest, and
 122 other loan expenses, shall be prorated as of Closing. If allowed by Seller’s lender, any tax or insurance
 123 escrow shall be assigned to Buyer and paid for by Buyer at Closing.

124 (D) **Purchase Money Mortgage (Seller Financing).** If the “Other” box is marked with the Letter D, this
 125 Contract is contingent upon the Buyer obtaining a mortgage from Seller on the Loan Terms indicated
 126 above. Seller’s attorney to prepare the necessary documents, at Buyer’s cost and expense, for this
 127 transaction and the Parties must agree on the form of same on or before the Finance Contingency
 128 Deadline. In the event the parties cannot so agree, either party may terminate this Contract. For
 129 Termination Procedure see Paragraph 37.

130 (E) **Secondary Mortgage Loan.** If the “Other” box is marked with the Letter E, this Contract is contingent
 131 upon the Buyer obtaining a second mortgage or bridge loan commitment for _____ % of the
 132 Purchase Price from _____ at an initial rate not greater than _____ %, for terms not
 133 less than _____ years amortized over _____ years with the loan origination fee (points to Buyer)
 134 not greater than _____ % of the loan amount secured by this Property and/or other Property,
 135 _____ (address).

136 (F) **Contract for Deed.** If the “Other” box is marked with the Letter F, the Seller shall prepare the
 137 necessary documents, at Buyer’s cost and expense, for this transaction and the Parties must agree on
 138 the form of same on or before the Finance Contingency Deadline. Contract for Deed Addendum is
 139 attached. For Termination Procedure see Paragraph 37.

140 **Cash Transaction.** This Contract is not contingent on financing. Buyer shall provide to Seller written
 141 evidence of funds available to Close **on or before twenty (20) days after Effective Date but no later than ten**
 142 **(10) days prior to Closing, whichever is earlier.** If Buyer fails to provide written evidence of funds as stated in
 143 the prior sentence, Seller may, at its option, and **within five (5) days** of Buyers failure to so provide, terminate
 144 the Contract by service of Termination Notice to Buyer. For Termination Procedure see Paragraph 37.

- 145 **10. APPRAISAL.** If the Buyer or the Lender elects to have an appraisal, such appraisal must be obtained ***no later***
 146 ***than the Finance Contingency Deadline***, or if this Contract is a cash transaction (as provided in Paragraph 9),
 147 Buyer at Buyer's option and expense may obtain an appraisal by a certified or licensed appraiser ***within twenty***
 148 ***(20) days after the Effective Date***. If the appraisal report indicates that the appraised value is not equal to or
 149 higher than the Purchase Price, Buyer shall have the option to deliver a copy of the appraisal to the Seller within
 150 ***two (2) days after it is available to Buyer requesting an adjustment to the Purchase Price***. If Seller does not
 151 agree to adjust the Purchase Price down to the appraised value ***within five (5) days after Seller's receipt of the***
 152 ***appraisal report***, Buyer at Buyer's option may terminate the Contract by delivery of a Termination Notice to
 153 Seller ***within two (2) days following the aforementioned five (5) day period***. For Termination Procedure see
 154 Paragraph 37. Nothing herein shall prevent Buyer and Seller from reaching a negotiated Purchase Price
 155 adjustment prior to the termination of the Contract. If Buyer is basing offer on square footage, measurements or
 156 boundaries, Buyer shall have those items independently measured to verify any reported information.
- 157 **11. PROPERTY INSPECTION CONTINGENCY.** Subject to the terms of Paragraph 11, Buyer and Seller agree that the
 158 Property is being sold in its present, "AS IS" condition, with no warranties, expressed or implied, and that
 159 conditions of the Property that are visible on a reasonable inspection by the Buyer should either be taken into
 160 account by the Buyer in the Purchase Price, or the Buyer should make the correction of these conditions by Seller
 161 a requirement of the Contract; this provision shall survive Closing and delivery of Seller's deed to the Buyer.
- 162 (A) **DUE DILIGENCE.** The Parties also acknowledge that the real estate agents and agencies involved in this
 163 transaction have no special training or experience with respect to the many structural and
 164 environmental aspects of the Property, or with discovering and/or evaluating defects, including, but not
 165 limited to, structural defects, roof, basement, mechanical equipment, radon gas, lead based paint
 166 hazards, public or private sewer systems, septic systems, wells, mold and mold infestation, plumbing,
 167 asbestos, exterior drainage, termite or other type of wood destroying insect infestation or damage.
 168 Buyer acknowledges that he will carefully inspect the Property or has been offered the right to have the
 169 Property inspected. Buyer also agrees to verify and inspect any defects listed on the Residential Real
 170 Property Disclosure Report or the Lead Based Paint Disclosure, Mold Disclosure, if applicable, that are
 171 important to Buyer by an independent investigation. Buyer acknowledges that neither Seller nor any
 172 real estate agent(s) is an expert at detecting or repairing physical defects in the Property. Buyer states
 173 that no important representations concerning the condition of the Property are being relied upon by
 174 Buyer, except as disclosed in writing or as fully set forth herein.
- 175 **PAINTING, DECORATING OR OTHER ITEMS OF A COSMETIC NATURE, REGARDLESS OF THE COST**
 176 **TO REMEDY, SHALL NOT CONSTITUTE A DEFECT FOR THE PURPOSE OF THIS PROPERTY**
 177 **INSPECTION CONTINGENCY.**
- 178 (B) **TIME FRAME.** ***Within twenty (20) days after the Effective Date or ten (10) days prior to the***
 179 ***Closing Date, (whichever date is earlier)***, Buyer, at Buyer's option and expense, may obtain written
 180 inspection reports from qualified engineers, licensed home inspection services, licensed contractors,
 181 environmental, and/or utility companies of the Property and improvements limited to latent defects,
 182 structural defects, water intrusion, environmental hazards and damage (including but not limited to,
 183 subsidence, undermining, settling, known existing or past mold presence, asbestos, lead and/or lead
 184 paint, radon gas, dioxin, and storage of hazardous chemicals—other than those specifically set forth in
 185 writing in this Contract), plumbing, water (e.g. source of household water, irrigation, water treatment
 186 system, sprinkler system) wells, sewer drainage, basement leaks and mechanical equipment, including
 187 appliances, and shall furnish a copy thereof and the Inspection Response to Seller stating in writing any
 188 defects unacceptable to Buyer. Failure of Buyer to serve the Inspection Response to the Seller within
 189 such time shall waive the contingency. **If the Buyer, at any time, desires to waive the inspection(s),**
 190 **the Buyer must sign the inspection waiver, waiving the inspection(s) and deliver said inspection**
 191 **waiver to the Seller.** Seller agrees, at Seller's expense, to have all utilities turned on during the period
 192 required for the inspection herein, and to make the Property available for inspections on reasonable
 193 notice.
- 194 (C) **ENVIRONMENTAL DEFECT.** For purposes of this Paragraph an environmental defect is a toxic or
 195 hazardous substance at a level and condition found above those set as acceptable by the United States
 196 Environmental Protection Agency, the Illinois Environmental Protection Agency, the Illinois Emergency
 197 Management Agency or applicable local governmental agency. If the stated defect is any toxic or
 198 hazardous substance, then Seller, at Seller's option and expense, may have the substance remediated,
 199 removed, or reduced to an acceptable level prior to Closing. Buyer, at Buyer's option and expense, is
 200 responsible for re-inspection of the remediation and proof of re-inspection by the same inspector(s) as
 201 previously used or by similarly qualified inspector(s). Buyer, at Buyer's sole discretion, may accept the
 202 plan of remediation, terminate this Contract, or allow the Seller to escrow one and one half (1 ½) times
 203 the amount of the bid or written estimate, as determined by the Buyer, of such environmental repair(s)
 204 at closing. In the event either Seller or Buyer elects to terminate the Contract due to an environmental
 205 defect as provided herein, the non-terminating Party shall be obligated to sign the document
 206 terminating this Contract, and the Earnest Money shall be refunded to buyer. For Termination
 207 Procedure see Paragraph 37.
- 208 (D) **STRUCTURAL DEFECT.** If the stated defect is a structural defect in the foundation, footings, roof
 209 construction, sheathing (excluding flashing and coverings), or load-bearing walls that affects the
 210 structural integrity of any improvements, Buyer must have a licensed structural engineer report, and

211 provide the Seller a copy of report. Buyer, at Buyer's option and expense, is responsible for re-
 212 inspection of the remediation and proof of re-inspection by the same inspector(s) as previously used or
 213 by similarly qualified inspector(s). Buyer, at Buyer's sole discretion, may accept the plan of remediation,
 214 terminate this Contract, or allow the Seller to escrow one and one half (1 ½) times the amount of the bid
 215 or written estimate, as determined by the Buyer, of such structural repair(s) at closing. In the event
 216 either Seller or Buyer elects to terminate the Contract due to a structural defect as provided herein, the
 217 non-terminating Party shall be obligated to sign the document terminating this Contract, and the
 218 Earnest Money shall be refunded to buyer. For Termination Procedure see Paragraph 37.

219 (E) **INSPECTION REMEDIES.** If the Contract is not declared terminated pursuant to Paragraph C
 220 Environmental Defect or Paragraph D Structural Defect as described above, and the Buyer has delivered
 221 Buyer's Inspection Response within the timeframe of "B" above to the Seller, then Buyer and Seller
 222 shall **have ten (10) days after Seller's receipt of the Inspection Response in which to reach an**
 223 **agreement in writing for the repair of such defects by the Closing Date, including, but not limited to:**

- 224 (a) Who shall pay a specific portion of such repairs and the individual contractors who will do the
 225 work, or
 226 (b) An agreed monetary adjustment at Closing in lieu of the correction of defects, or
 227 (c) Terms which include who shall pay and what contractors will do a portion of the work together
 228 with an agreed monetary adjustment at closing.

229 **(Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and**
 230 **private mortgage insurance).**

231 If no written agreement is reached within **said ten (10) days**, then either party may terminate this Contract by
 232 delivery of a Termination Notice to the other party. Notwithstanding the previous sentence, **within the ten (10)**
 233 **day period**, the Seller's written commitment to correct all the non-structural defects at Seller's expense prior to
 234 Closing or the Buyer's written commitment to accept the Property without correction of the defects shall also
 235 constitute an "agreement" for purposes of this Paragraph, even if earlier negotiations failed to produce an
 236 agreement. In the event of termination, Buyer must show proof of payment to all inspectors prior to release of
 237 the Earnest Money. For Termination Procedure see Paragraph 37.

238 (F) **LIABILITY DISCLAIMER.** The real estate agent(s) shall not be liable in any way for damages incurred
 239 pertaining to which inspector or inspectors are chosen to conduct the inspection, the results of any
 240 inspections or findings of any Parties in connection with an inspection, or the expense of any party in
 241 connection with this or any other provision forming part of this Contract. Seller warrants that as of the
 242 date the Contract was signed, Seller has not received any written notification from any governmental
 243 agency requesting any repairs, replacements or alterations to the Property, which have not been
 244 satisfactorily made or disclosed to the Buyer in writing and will promptly inform Buyer of any such notice
 245 received prior to closing.

246 **12. WOOD INFESTATION REPORT.** **No later than ten (10) days prior to Closing, the Buyer,** at Buyer's option and
 247 expense (if a VA Mortgage Loan and required by the VA, at Seller's expense) may obtain a wood infestation
 248 and/or termite report from a licensed inspection service ("Insect Report") **chosen by the Buyer.** Should the
 249 Insect Report disclose either active infestation or substantial (not merely cosmetic) damage as a result of such
 250 existing or former infestation by termites or other wood-destroying insects about which there is no evidence of
 251 prior professional treatment, the Buyer may serve an Inspection Response on the Seller **within two (2) days**
 252 **after Buyer has received said Insect Report** requesting the Seller to remediate the concern raised in the Insect
 253 Report. The Seller shall, **within five (5) days after receipt of same ("Seller's Deadline"),** notify the Buyer of
 254 Seller's plan to correct such infestation and/or damage or other options as stated in the Inspection Response. If
 255 Seller fails to respond, or Buyer rejects Seller's plan, the Buyer may terminate the Contract by delivery to Seller
 256 of a Termination Notice. For Termination Procedure see Paragraph 37. The Buyer, however, shall have the sole
 257 option to accept the Property in its condition for treatment and repair of the damage, which option the Buyer
 258 may accept **within two (2) days after the expiration of Seller's Deadline, or by the Closing Date, whichever**
 259 **date is earlier.** If the Buyer fails to accept the Seller's plan or the parties fail to negotiate a mutually acceptable
 260 plan **within two (2) days after the expiration of Seller's Deadline or by the Closing Date,** whichever is earlier,
 261 Seller may terminate this Contract and Buyer shall be entitled to a refund of Earnest Money. For the Termination
 262 Procedure see Paragraph 37. None of the real estate agents working with the parties shall be responsible in any
 263 way with respect to the findings disclosed in such Insect Report, nor for the procurement for the Insect Report,
 264 nor for the delivery of or responses to the Insect Report to either of the Parties, and have made no
 265 representations concerning prior report or inspections. Further, Buyer acknowledges that the real estate agents
 266 hereby state that the responsibility for inspection of the Property for termite or wood destroying insects is the
 267 obligation of the Buyer, and by executing this Contract, Buyer accepts said obligation without any recourse
 268 whatsoever against the real estate agents.

269 **13. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT.** Municipalities and governmental bodies
 270 (including the health department for septic and/or aeration system inspection) vary in their occupancy
 271 requirements, which include, without limitation, the time for applying for the permit, the number of occupants
 272 permitted, and the requirement that both Buyer and the Seller receive authorization to occupy the Property

273 (“Occupancy Regulation(s)” or “Occupancy Permit”).

274 If Seller is required to order an occupancy inspection and comply with all Governmental requirements of the
 275 Seller, Seller agrees to request same, at Seller’s expense, promptly after the Effective Date. If not specified by
 276 Governmental requirements, then Seller will not be required to obtain occupancy inspection. If the Buyer is
 277 required to apply for an Occupancy Permit, Buyer shall apply for the Occupancy Permit within a reasonable time
 278 after the Seller has requested an occupancy inspection and shall obtain the Occupancy Permit, per Governmental
 279 requirements. Occupancy Regulation(s) must be actually complied with prior to Closing.

280 In the event the Property does not meet such Occupancy Regulation(s) or pass such occupancy inspection and
 281 Seller notifies Buyer in writing within **seven (7) days after date of receipt of the occupancy inspection report**
 282 **from the applicable governmental authority**, that Seller has not agreed to make the corrections, Buyer and
 283 Seller shall have **ten (10) days after date of Buyer’s receipt of the Seller’s notice to reach an agreement** as to
 284 who will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu
 285 of any correction. (Note: A monetary adjustment may affect the terms of Buyer’s loan, e.g. loan approval, down
 286 payment, interest rate, and private mortgage insurance, and lack of an Occupancy Permit at Closing may also
 287 affect Buyer’s ability to obtain an occupancy permit in the future and utility service.)

288 If no written agreement is reached within **said ten (10) days**, either party may terminate this Contract. For
 289 Termination Procedure see Paragraph 37. A written commitment by Seller within **said ten (10) day period** to
 290 make all the required corrections, at Seller’s expense, prior to Closing, or a written commitment within the **said**
 291 **ten (10) day period** by Buyer to accept the Property without the correction or repair (if permitted by Occupancy
 292 Regulation(s)) shall constitute an “agreement” for purposes of this Paragraph, even after earlier negotiations
 293 failed to produce such an agreement.

294 **Buyer is cautioned not to rely on the Occupancy Regulation(s), but should also satisfy himself/herself**
 295 **otherwise as to the condition of the Property.**

296 **14. ACCESS TO PROPERTY.** Seller agrees to permit access to the Property by governmental inspectors, contractors,
 297 pest inspectors, Property inspectors, engineers and appraisers selected by Buyer as provided for in the Contract,
 298 or inspectors required by Buyer’s lender, upon reasonable advance notice to Seller. Buyer and Buyer’s agent(s)
 299 may also be present during all such inspections and the “walk through.” Buyer will hold harmless and indemnify
 300 Seller from mechanics liens accrued from its investigations of the property.

301 **15. ADJUSTMENTS AND CLOSING COSTS.** Unless otherwise agreed herein, adjustments, charges, and Closing costs
 302 are to be paid by the Parties as follows:

303 **Buyer shall pay (where applicable):**

- 304 (a) Later date title charges and other Title Company charges (including closing, recording and escrow
 305 fees, and all title charges required by the Lender) customarily paid by Buyer;
 306 (b) Hazard insurance premiums; flood insurance premium, if required by lender;
 307 (c) Credit report(s), appraisal fees and survey;
 308 (d) Any charges imposed by the Buyer’s lender, for example: points, loan discount fees, private mortgage
 309 insurance, VA funding fees, and other loan expenses; property inspections; municipal inspections and
 310 occupancy permit;
 311 (e) Taxes and assessments, subdivision assessments and condominium assessments levied after closing
 312 (see below);
 313 (f) Agreed repairs;
 314 (g) Real estate commission per written Contract with Buyer’s agent; and
 315 (h) Wood infestation inspections (except as required by Veterans Administration Regulations)

316 **Seller shall pay (where applicable):**

- 317 (a) Existing loans on Property (if not assumed by the Buyer);
 318 (b) Basic title insurance premium and other Title Company charges (including closing, recording and
 319 escrow fees) customarily paid by Seller;
 320 (c) Municipal inspection fees;
 321 (d) Taxes and assessments, subdivision assessments and condominium assessments levied before
 322 Closing (see Paragraph 16 below) and revenue stamps;
 323 (e) Real estate commission per written Contract with Seller’s agent;
 324 (f) Agreed upon repairs; and
 325 (g) Transfer of tenant security deposits (if applicable);

326 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the**
 327 **month (or as is customary) as of the Closing date (Seller shall pay the last day)**

- 328 (a) Current rents (Seller to receive rent for day of Closing);
 329 (b) Rents which are delinquent over thirty (30) days to be collected by Seller and not adjusted;
 330 (c) Ad valorem real estate taxes;
 331 (d) Subdivision upkeep assessments and monthly condominium fees;
 332 (e) Interest (when Buyer assumes an existing loan); and
 333 (f) Utility charges (including, but not limited to, water, sewer, trash and fuel including storage tank
 334 lease, if any).

335 **16. TAXES AND ASSESSMENTS.** The ad valorem real estate taxes and assessments (both governmental and private)
 336 shall be apportioned through the Closing Date at the Seller’s expense (Seller to have the last day). The proration

337 thereof shall be calculated upon the basis of the most recent tax information, including confirmed multipliers.
 338 Any special assessment, regardless of whether such special assessment is a lien on the Property or is required
 339 under the covenants, restrictions, or declarations of a subdivision, development, or condominium, which is a
 340 onetime assessment being paid in installments by the Seller, shall be paid in full at Seller's expense at the time of
 341 Closing. All such taxes and assessments shall constitute a credit to Buyer against the Purchase Price and shall
 342 relieve the Seller from any liability to Buyer in connection herewith; however, in the event that the real estate
 343 taxes and assessments (specified or otherwise) prorated hereunder are overpaid/underpaid by more than five
 344 hundred dollars (\$500.00), the party aggrieved by this discrepancy shall be promptly reimbursed such
 345 discrepancy by the party receiving the benefit of the discrepancy upon receipt of a written request along with
 346 verification of the overpayment/underpayment. **Buyer should not assume that Buyer's future real estate tax**
 347 **bills on the property will be the same as the Seller's present tax bill.** If the Property is not separately
 348 assessed and is part of a larger parcel assessed for tax purposes, the Taxes for the Property shall be further
 349 prorated as follows: (i) the value of all improvements on the Property as reflected in the County records and (ii)
 350 proportion that the square footage land area of the Property bears to the square footage land area of the larger
 351 parcel. IN ANY EVENT, THE REAL ESTATE AGENT(S) AND THE CLOSING AGENT SHALL NOT BE RESPONSIBLE
 352 TO EITHER PARTY FOR COLLECTION OF SUCH DISCREPANCY.

353 **17. DEED OF CONVEYANCE.** Seller shall execute a proper deed sufficient to convey the Property to Buyer, or
 354 Buyer's nominee, in fee simple, subject to exceptions permitted herein, and delivered to Buyer at Closing upon
 355 Buyer's compliance with the terms of this Contract.

356 **18. EVIDENCE OF TITLE.** Within twenty (20) days after the Effective Date or ten (10) days prior to closing
 357 (whichever date is earlier), Seller shall deliver a commitment for title insurance ("Title Commitment") issued by
 358 a title insurance company ("Title Company") regularly doing business in the county where the Property is
 359 located, committing the Title Company to issue a policy in the usual form insuring title to the Property in Buyer's
 360 name for the amount of the Purchase Price.

361 **Buyer is cautioned that there may be subdivision covenants, bylaws, or other restrictions on the use of**
 362 **the Property, all of which should be recorded in the office of the Recorder of Deeds in the county in which**
 363 **the Property is located ("Title Restrictions"). Examples of restrictions include construction of**
 364 **improvements including room additions, a swimming pool, and non-residential uses of the Property such**
 365 **as use of a room for business or the right to keep certain vehicles or animals on the Property. The Buyer**
 366 **is advised to review all easements, government regulations and subdivision restrictions before Closing if**
 367 **the Buyer plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,**
 368 **restrictions or other matters affecting the title or use of the Property, Buyer should seek competent legal**
 369 **advice. The real estate agents have no responsibility to advise the Buyer about any Title Restrictions**
 370 **concerning the Property.**

371 "Permitted Exceptions" to title shall include only the lien of taxes and assessments, zoning laws and building
 372 ordinances, easements, apparent or of record, which do not underlie the improvements or render Property
 373 unmarketable; covenants and restrictions of record which are not violated by the existing improvements or by
 374 the present use of the Property; existing mortgages (which will be satisfied at Closing, if not assumed); coal, gas
 375 and other minerals excepted or conveyed in prior transactions; and limitations and conditions imposed by the
 376 Illinois Condominium Property Act, if applicable.

377 In the event the Property is governed by the Condominium Property Act, Seller shall furnish Buyer a statement
 378 from the Board of Managers, Treasurer, or Managing Agent of the condominium association certifying payment
 379 of assessments for the condominium common expenses and, if applicable, proof of waiver or termination or any
 380 right of first refusal or general option to purchase contained in the declaration of condominium, together with
 381 any other documents required by declaration of condominium or bylaws thereto as precondition to the transfer
 382 of title.

383 Buyer shall deliver written notice of exceptions (other than the Permitted Exceptions) to which the Buyer
 384 objects and the reasons for the objection to the Seller within **seven (7) days after being furnished the Title**
 385 **Commitment.** Seller shall have **five (5) days** to have such title exceptions removed or demonstrate that the
 386 objections will be cleared prior to Closing. If Seller is unable to cure such title exceptions or demonstrate that
 387 the objections will be cleared prior to Closing, the Buyer shall have the option to terminate this Contract, in
 388 which case the Buyer shall deliver to Seller a Termination Notice. For the Termination Procedure, see Paragraph
 389 37. In the event the Title Commitment is not available to allow the full time frames provided above, such time
 390 limitations shall be adjusted pro-rata to meet the Closing Date agreed to between the Parties. At closing, title
 391 shall only be subject to lien of taxes for current year and thereafter and permitted exceptions. The Title
 392 Company has the right to contact either Buyer or Seller.

393 **19. SURVEY.** Buyer may obtain a survey at Buyer's cost, which shall be drawn by a licensed Illinois Land Surveyor,
 394 **at least ten (10) days prior to Closing.**

395 (a) **Within five (5) days of receipt of survey,** Buyer shall give written notice of objections to the survey,
 396 that: (1) are unacceptable to Buyer and (2) adversely affect the use of the Property. Failure of Buyer
 397 to serve written notice of objections to the survey on Seller within such time frame will constitute a
 398 waiver by Buyer of any survey objections.

399 (b) If Buyer does timely object, **Seller has five (5) days from receipt of the survey objections** to agree in
 400 writing to correct the survey defects, at Seller's expense, prior to Closing, or agree to reduce the

- 401 Purchase Price based upon the survey objections.
- 402 (c) If Seller does not so agree as provided in 19(b) hereof, the Buyer may terminate this Contract by
 403 delivery of a Termination Notice to the Seller, unless Buyer, **within two (2) additional days**, agrees
 404 in writing to accept the Property subject to the survey objections. If the Buyer delivers the
 405 Termination Notice, the Seller shall promptly sign the Termination Notice to return the Earnest
 406 Money to the Buyer. (Note: In the event the Buyer terminates the Contract as a result of the survey,
 407 notwithstanding Paragraph (b) above, the Buyer must provide proof of payment to the surveyor,
 408 prior to release of the Earnest Money). For the Termination Procedure see Paragraph 37.
- 409 **20. HOMEOWNER INSURANCE.** This Contract is contingent upon Buyer's securing evidence of insurability for an
 410 Insurance Service Organization Homeowner 3 (ISOHO3) or applicable equivalent policy **within twenty (20)**
 411 **days after Effective Date.** If Buyer is unable to obtain evidence of insurability and serves written notice with
 412 proof of same to Seller within the time specified, this Contract shall be null and void and Seller shall promptly
 413 sign the Termination Notice. For the Termination Procedure, see Paragraph 37. If written notice is not served
 414 within the time specified, the Buyer shall be deemed to have waived the contingency and this Contract shall
 415 remain in full force and effect.
- 416 **21. FLOOD INSURANCE.** Buyer shall have the option of declaring the Contract null and void within **five (5) days of**
 417 **receipt of any written notice or disclosure**, which indicates that the Property is located in a flood plain and
 418 which requires the Buyer to obtain flood insurance. It is the Seller's responsibility and expense to get the
 419 elevation certificate if required by the lender or the insurance company. For Termination Procedure see
 420 Paragraph 37. Notwithstanding the foregoing, this option shall not exist in the event such written notice of
 421 disclosure was provided in the Residential Real Property Disclosure Report executed by both Seller and Buyer
 422 prior to the Effective Date. In the event the Buyer is required to purchase flood insurance, Buyer(s) at Buyer's
 423 sole option have ten (10) days to terminate the contract pursuant to the Termination Procedure, provided in
 424 Paragraph 37.
- 425 **22. NOTICES.** For the purposes of this Paragraph and other provisions of this Contract, the Buyer or the Seller may
 426 be referred to as the "Party" or "Parties." All notices required shall be in writing and shall be served by one party
 427 or it's Designated Agent to the other party or it's Designated Agent. Notice to any one of a multi-person party
 428 shall be sufficient notice to all. Notice shall be given in the following manner:
- 429 (d) By personal delivery of such notice deemed given upon personal delivery; or
- 430 (e) By mailing of such notice to the addresses recited herein by regular mail and by certified mail, return
 431 receipt requested. Except as otherwise provided herein, notice served by certified mail, shall be
 432 effective on the date of mailing (except mailing on Sunday or a holiday shall be considered effective
 433 the next business day); or
- 434 (f) By facsimile transmission. Notice by facsimile transmission shall be effective as of the date and time
 435 of facsimile transmission, (except facsimile transmission on a Sunday or holiday shall be considered
 436 effective the next business day); or
- 437 (g) By e-mail, which e-mail shall be deemed effective when transmitted (except e-mail transmitted on a
 438 Sunday or holiday shall be considered effective the next business day).
- 439 **23. RISK OF LOSS.** Risk of loss to the improvements on the Property shall be borne by the Seller until Closing. If,
 440 after the Contract is executed the Property is destroyed or damaged by fire, windstorm, or other casualty, Seller
 441 shall immediately notify Buyer in writing of the damage or destruction, and as soon as practicable, the amount of
 442 insurance proceeds payable, if any. In the event of such loss, the Parties will attempt to agree as follows: (A)
 443 Seller shall restore the Property to a condition mutually agreed upon by the Parties and Buyer, at his option and
 444 expense, may obtain written inspection reports from qualified engineers, licensed home inspection services,
 445 licensed contractors, environmental and/or utility companies to satisfy Buyer that said repairs have been
 446 performed or (B) Buyer shall proceed with the transaction and be entitled to all insurance money, if any, payable
 447 to Seller under all policies insuring the improvements. Notwithstanding the previous sentence, if the Parties fail
 448 to agree to (A) or (B) above **within ten (10) days after Buyer has received written notice of such damage or**
 449 **destruction and the amount of the insurance proceeds payable**, the Contract shall be considered terminated.
 450 For the Termination Procedure, see Paragraph 37. The termination hereunder does not constitute a default
 451 under this Contract by either party.
- 452 **24. REMEDIES UPON DEFAULT.** If either party defaults in the performance of any obligation of this Contract, the
 453 party claiming a default ("Non-Defaulting party") shall notify the other party ("Defaulting party") in writing of
 454 the nature of the default. The Non-Defaulting party may, but is not required to provide the Defaulting party with
 455 a deadline to cure the default. In the event the default is not cured, then the Non-Defaulting party may seek any
 456 remedy at law or in equity, including enforcement of sale and damages. In the event of litigation or arbitration
 457 between the Parties, the prevailing party may recover, in addition to damages and/or equitable relief, the cost of
 458 litigation, applicable fees, and reasonable attorney's fees. In the event of Earnest Money dispute, parties
 459 acknowledge they must agree, in writing, to the disposition of Earnest Money or proceed to a resolution
 460 pursuant to the provisions of Paragraph 26. For the Termination Procedure see Paragraph 37.
- 461 **25. EARNEST MONEY.** The Real Estate License Act [225ILCS 454/20-20 (h) (8) (B)] requires earnest monies held in
 462 escrow be deemed "abandoned" if all of the following transpire: (i) the absence of disbursement, (ii) the
 463 absence of the notice of filing of a claim in a court of competent jurisdiction, and (iii) six months have elapsed

- 464 from the receipt by the broker of a written demand for the escrow monies by either principal to the transaction
 465 or either principal's duly authorized agent. In the event of Earnest Money dispute, parties acknowledge they
 466 must agree, in writing, to the disposition of Earnest Money as stated in the Termination Notice. Parties further
 467 acknowledge real estate brokers have no authority to release Earnest Money without signatures of all parties to
 468 the Contract. If the parties fail to agree, the disposition of the Earnest Money shall be distributed pursuant to
 469 Paragraph 26, namely, as agreed to by the parties in writing or as directed by a judge or arbitrator, as
 470 appropriate.
- 471 **26. MEDIATION/ARBITRATION/LITIGATION.** Seller and Buyer agree that all disputes or claims for five thousand
 472 dollars (\$5,000.00) or less shall be filed through the small claims procedures available through courts of local
 473 jurisdiction. Seller and Buyer agree that any disputes or claims arising out of or relating to this Contract over
 474 five thousand dollars (\$5000.00), including, without limitation, disputes for the return of the Earnest Money,
 475 disputes over taxes, the breach of this Contract, or the services provided in relation to this Contract,
 476 representations, made by the Buyer, Seller or other person or entity in connection with the sale, purchase,
 477 financing, condition, or other aspect of this Property, allegations of concealment, misrepresentations, negligence
 478 and/or fraud ("Disputes"), shall be submitted to mediation in accordance with the Rules of Procedures of the
 479 Homesellers/Homebuyers Dispute Resolution System as established by the National Association of REALTORS®.
 480 The mediation shall be conducted solely between the Seller and the Buyer, and no real estate agents or other
 481 third parties may be involuntarily joined into such process. Any agreement signed by the Parties pursuant to the
 482 mediation conference shall be binding. The Parties shall pay the fees as set forth in the relevant rules as set forth
 483 herein.
- 484 The Parties further agree that any Disputes or claims for whatever cause or reason that are not resolved by
 485 mediation shall be settled by binding arbitration using the services of United States Arbitration & Mediation
 486 Midwest, Incorporated, in accordance with its relevant arbitration rules. The Arbitrator's decision shall be final
 487 and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration,
 488 unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is
 489 entitled to costs of suit including a reasonable attorney's fee for having to comply with arbitration or defend or
 490 enforce the award. The provisions of this Paragraph concerning arbitration apply to any Disputes or claims
 491 brought between the parties.
- 492 The following matters are excluded from mediation and arbitration hereunder: (a) judicial or non-judicial
 493 foreclosure or other action or proceeding to enforce a mortgage, or deed of trust; (b) an unlawful detainer
 494 action; (c) the filing or enforcement of a mechanics' lien; or (d) any matter which is in the jurisdiction of a
 495 probate court.
- 496 The filing of a judicial action to enable the recording of a notice of pending action, or for an order of attachment,
 497 receivership, injunction, or other provisional remedies, or for the sole purpose of meeting the requirements of a
 498 statute of limitation, shall not constitute a waiver of the right to mediate and/or arbitrate under this Paragraph
 499 nor shall it constitute a breach of the duty to mediate and/or arbitrate. The escrow agent may not be joined in
 500 any action involving Earnest Money, but shall distribute the Earnest Money in accordance with the terms of the
 501 final judgment or arbitration award. **However, the Escrow Agent may institute an interpleader action to
 502 determine the proper receipt of the Earnest Money. Any attorney's fees or other expenses of the Escrow
 503 Agent shall be paid from the Earnest Money prior to disbursement to the Parties.**
- 504 **27. EFFECTIVE DATE DEFINED.** "Effective Date" is the time from which various time limits and contingencies are
 505 to be measured. Unless otherwise agreed in writing, "Effective Date" is defined as the date of the signature of the
 506 last party whose signature resulted in a Contract (even if that signature was obtained before the date of the
 507 acceptance deadline).
- 508 **28. TIMING.** Except for the "Effective Date" as defined in Paragraph 27 and a deadline stated in hours in
 509 Addendum A, if any date, time period or deadline hereunder falls on a Sunday or a state or federal holiday, then
 510 such date shall be extended to the next occurring business day. Subject to this Paragraph 28, if any provision of
 511 the Contract or any Addendum refers to a date, time period, or deadline in "days", said reference to days shall
 512 mean calendar days unless specified otherwise.
- 513 **29. ACKNOWLEDGEMENT.** Buyer acknowledges receipt of the Residential Real Property Disclosure, which was
 514 dated prior to the Effective Date of the Contract.
- 515 **30. BINDING EFFECT.** The Contract shall be binding on and for the benefit of the Parties and their respective heirs,
 516 personal representatives, executors, administrators, successors or assigns. Unless specifically stated herein, all
 517 provisions of this Contract shall survive the Closing.
- 518 **31. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the Parties hereto and there are
 519 no other understandings, written or oral, relating to the terms hereof. The Contract may not be changed,
 520 modified or amended, in whole or in part, except in writing by all Parties.
- 521 **32. ASSIGNABILITY OF CONTRACT.** This Contract is assignable by Buyer only with the written consent of Seller,
 522 whose consent shall not be unreasonably withheld. If Seller is taking back a note and mortgage as part of the
 523 Purchase Price, or Buyer is assuming an existing note and mortgage, Seller may withhold Seller's consent in
 524 Seller's sole and absolute discretion. An assignment does not relieve the Parties of their obligations under the
 525 Contract.

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33. GOVERNING LAW. This Contract shall be considered a Contract for the sale of real property and shall be construed in accordance with laws of the State of Illinois. All Parties to the Contract agree to act in good faith and fair dealing with one another.

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34. CONSTRUCTION. The Illinois Real Estate License Act, in effect on the Effective Date, shall take precedence over any definition herein to the contrary. Words of gender used in this Contract, shall be held and construed to include any other gender, and words in the singular shall be held in the plural, and vice versa, unless the context requires otherwise.

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35. FACSIMILE/ELECTRONIC COPIES. Fully executed facsimile/electronic (e-mail, scanned, etc.) copies shall be deemed true copies, however, Parties shall exchange original documents if required.

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36. NON-DISCRIMINATION. THE PARTIES UNDERSTAND AND AGREE THAT IT IS ILLEGAL FOR EITHER OF THE PARTIES TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, MILITARY STATUS OR UNFAVORABLE DISCHARGE FROM MILITARY, SEXUAL ORIENTATION, ORDER OF PROTECTION STATUS OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT. THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL FAIR HOUSING LAWS.

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37. TERMINATION PROCEDURE. In the event either party to this Contract is entitled to deliver a Termination Notice to the other party pursuant to this Contract, the party receiving the Termination Notice has an affirmative obligation to sign the Termination Notice and the Earnest Money shall be disbursed pursuant to the terms of this Contract. Except as otherwise provided in the immediately preceding sentence, if either party delivers a Termination Notice, for a reason other than as allowed under the Contract to Purchase Real Estate, then such Termination Notice shall state with specificity the reasons for such Termination and should further propose a distribution of the Earnest Money; and the receiving party shall accept or reject the proposed Termination Notice within the time requirements of this Paragraph. In the event that both Parties agree to the Termination and the proposed distribution of the Earnest Money, then, after the Earnest Money is distributed as directed, this Contract is terminated and neither party shall have any continuing liability or obligation to the other Party. In the event that the Parties cannot agree to the termination or distribution of the Earnest Money, then the provisions of Paragraphs 25 and 26 shall govern the ultimate distribution of the Earnest Money and disposition of the Contract. If either party submits a Termination Notice or refuses to sign the Termination Notice without right under the reasons submitted on the Notice, such party shall be considered in default as described in Paragraph 24. The Termination Notice shall be signed and returned **within five (5) days** or the terms of Paragraph 26 shall govern.

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38. ADDENDA. If checked, the following pre-printed addenda are made a part of this Contract:

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- Addendum A** - Contingency on Sale and/or Closing of Buyer's Property
- Addendum B** - Possession by Seller after Closing
- Addendum C** - New Construction
- Addendum D** - Repairs Addendum
- Addendum E** - Personal Property
- Addendum F** - Limited Purpose Entry by Buyer prior to Closing
- Addendum G** - Possession by Buyer prior to Closing
- Addendum K** - Contract for Deed
- Addendum N** - Short Sale Contingency
- Addendum S** - Secondary Contract
- Addendum R** - Residential Real Property Disclosure Report
- Lead Based Paint Disclosure**
- Radon Disclosure**
- Additional Addendum** _____

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SPECIAL AGREEMENT(S):

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AGENT INTEREST. Pursuant to 225 ILCS 454/10-27 _____ is a licensed real estate broker/agent and has an interest, direct or indirect, as the Seller or Buyer of the Property that is the subject of this transaction.

Address _____

Date _____

580 **INITIALS.** The Parties have initialed each of the eleven (11) pages of this Contract. Initialing each of the eleven (11)
581 pages merely acknowledges that the Parties have read and understand the terms indicated on such pages; failure to
582 initial all the pages shall not be cause to invalidate this Contract if all other conditions to the formation of the Contract
583 are satisfied.

PLEASE PRINT

584 PARTIES:
585 SELLER _____ BUYER _____

586 Address: _____ Address: _____

587 City/State/Zip: _____ City/State/Zip: _____

588 SELLER _____ BUYER _____

589 Address: _____ Address: _____

590 City/State/Zip: _____ City/State/Zip: _____

591 Listing Broker: _____ Selling Broker: _____

592 License #: _____ License #: _____

593 Address: _____ Address: _____

594 City/State/Zip: _____ City/State/Zip: _____

595 Phone/Cell: _____ Phone/Cell: _____

596 Designated Agent: _____ Designated Agent: _____

597 License #: _____ License #: _____

598 Phone/Cell: _____ Phone/Cell: _____

599 Fax: _____ Fax: _____

600 E-mail Address: _____ E-mail Address: _____

601 Contract to be accepted by Seller by _____ M. on _____, 20____. (Acceptance Deadline)

602 Buyer _____ Date _____ Buyer _____ Date _____

603 OFFER TO PURCHASE RECEIVED BY LISTING AGENCY: I HEREBY ACKNOWLEDGE RECEIPT OF \$ _____

604 DATE _____ EARNEST MONEY MENTIONED ABOVE.

605 BY _____ BY _____

606 On this _____ day of _____, _____ (year), Seller Accepts Rejects or Counter Offers - the
607 foregoing contract. If Seller counters, Counteroffer Addendum is attached.

608 Seller _____ Date _____ Seller _____ Date _____

609 TITLE COMPANY INFORMATION:
610 Name: _____ Contact: _____

611 Address: _____

612 Phone: _____ Fax: _____ E-Mail Address: _____