

UNOFFICIAL COPY



1330239046

Doc#: 1330239046 **Fee:** \$62.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 10/29/2013 10:35 AM Pg: 1 of 13

MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0

FIN 32-17-303-020-0000

George Spathis to Robert Hernandez

Property Address: 904 Theresa Lane
Chicago Heights, IL 60411

After Recording return to:

Clavio Law Offices, P.C.
10277 W. Lincoln Highway
Frankfort, IL 60423

UNOFFICIAL COPY



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 5.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".

2 Buyer(s) (Please Print) Robert A. Hernandez

3 Seller(s) (Please Print) Georgia Upshur

4 If Dual Agency applies, complete Optional Paragraph 41.

5 **2. THE REAL ESTATE:** Real Estate shall be defined as the Property, all improvements, the fixtures and
6 Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the
7 Real Estate with the approximate lot size or acreage of _____ commonly known as:

8 904 Theresa Lane Chicago Heights Illinois 60411
9 Address City State Zip

10 Cook 32173030200000
11 County Unit # (if applicable) Permanent Index Number(s) of Real Estate

12 If Condo/Coop/Townhome Parking is Included: # of space(s) _____; identified as Space(s) # _____;

13 (check type) ☐ deeded space ☐ limited common element ☐ assigned space.

14 **3. FIXTURES AND PERSONAL PROPERTY:** All of the fixtures and included Personal Property are owned by
15 Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise
16 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing and well systems
17 together with the following items of Personal Property by Bill of Sale at Closing:

18 [Check or enumerate applicable items]

- | | | | |
|---|---|---|--|
| 19 <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Light Fixtures, as they exist |
| 20 <input checked="" type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Window Air Conditioners | <input type="checkbox"/> Water Softener (owned) | <input type="checkbox"/> Built-in or Attached Shelving |
| 21 <input type="checkbox"/> Microwave | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Sump Pumps | <input type="checkbox"/> All Window Treatments & Hardware |
| 22 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Electronic or Media Air Filter | <input type="checkbox"/> Existing Storms & Screens |
| 23 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> TV Antenna System | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Fireplace Screens/Doors/Grates |
| 24 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Security Systems (owned) | <input type="checkbox"/> Fireplace Gas Logs |
| 25 <input type="checkbox"/> Washer | <input type="checkbox"/> Outdoor Shed | <input type="checkbox"/> Garage Door Openers | <input type="checkbox"/> Invisible Fence System, Collars & Box |
| 26 <input type="checkbox"/> Dryer | <input type="checkbox"/> Planted Vegetation | <input type="checkbox"/> with all Transmitters | <input type="checkbox"/> Smoke Detectors |
| 27 <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Outdoor Playsets | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Carbon Monoxide Detectors |

28 Other items included: _____

29 Items NOT included: _____

30 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
31 operating condition at Possession, except: _____

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

34 Home Warranty ☐ shall ☐ shall not be included at a Premium not to exceed \$ _____.

35 **4. PURCHASE PRICE:** Purchase Price of \$ 40,000 shall be paid as follows: Initial earnest money
36 of \$ 1000 by ☒ check, ☐ cash OR ☐ note due on _____, 20____ to be increased
37 to a total of \$ _____ by _____, 20____. The earnest money shall be held by the
38 [check one] ☐ Seller's Broker ☐ Buyer's Broker as "Escrowee", in trust for the mutual benefit of the Parties.
39 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of

Buyer Initial <u>RAH</u>	Buyer Initial _____	Seller Initial <u>GU</u>	Seller Initial <u>GU</u>
Address _____ v5.0e			

UNOFFICIAL COPY

40 funds, or by certified, cashier's, mortgage lender's or title company's check (provided that the title company's
41 check is guaranteed by a licensed title insurance company).

42 **5. CLOSING:** Closing or escrow payout shall be on May 28 MDD PAH April 27 20 10 or at such time as mutually
43 agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its
44 issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall
45 be agreed mutually by the Parties.

46 **6. POSSESSION:** Unless otherwise provided in Paragraph 39, Seller shall deliver possession to Buyer at the
47 time of Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate
48 and delivered keys to the Real Estate to Buyer or to the office of the Seller's Broker.

49 **7. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer [check one] ☐ has ☐ has
50 not received a completed Illinois Residential Real Property Disclosure Report; [check one] ☐ has ☐ has not
51 received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; [check one] ☐ has ☐ has not
52 received a Lead-Based Paint Disclosure; [check one] ☐ has ☐ has not received the IEMA Pamphlet "Radon
53 Testing Guidelines for Real Estate Transactions"; [check one] ☐ has ☐ has not received the Disclosure of
54 Information on Radon Hazards.

55 **8. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants;
56 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer;
57 and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
58 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
59 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ _____
60 per _____ (and, if applicable, Master/Umbrella Association fees are \$ _____ per _____). Seller agrees
61 to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed
62 prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or
63 Special Service Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate
64 taxes shall be prorated as of the date of Closing based on _____ % of the most recent ascertainable full year
65 tax bill. All prorations shall be final as of Closing, except as provided in Paragraph 20. If the amount of the
66 most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior
67 freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary
68 documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s).

69 **9. ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the
70 respective Parties, by Notice, may:

- 71 (a) Approve this Contract; or
72 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
73 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of
74 Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed
75 modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract
76 shall be null and void; or
77 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may
78 declare this Contract null and void and this Contract shall remain in full force and effect.

79 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 9(c). If Notice is not
80 served within the time specified herein, the provisions of this paragraph shall be deemed waived by the
81 Parties and this Contract shall remain in full force and effect.

Buyer Initial <u>PAH</u>	Buyer Initial _____	Seller Initial <u>[Signature]</u>	Seller Initial <u>MDD</u>
Address _____			v5.0e

UNOFFICIAL COPY

82 **10. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense
 83 (unless otherwise provided by governmental regulations) a home, radon, environmental, lead-based paint
 84 and/or lead-based paint hazards (unless separately waived), and/or wood destroying insect infestation
 85 inspection of the Real Estate by one or more licensed or certified inspection service(s).

86 (a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute
 87 defects and are not a part of this contingency. **The fact that a functioning major component may be at**
 88 **the end of its useful life shall not render such component defective for purposes of this paragraph.**
 89 Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the
 90 acts or negligence of Buyer or any person performing any inspection. The home inspection shall cover
 91 only the major components of the Real Estate, including but not limited to central heating system(s),
 92 central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, ceilings,
 93 floors, appliances and foundation. A major component shall be deemed to be in operating condition if it
 94 performs the function for which it is intended, regardless of age, and does not constitute a threat to health
 95 or safety. If radon mitigation is performed, Seller shall pay for any retest.

96 (b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for
 97 which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection
 98 reports within five (5) Business Days (ten (10) calendar days for a lead-based paint and/or lead-based
 99 paint hazard inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of
 100 Acceptance written agreement is not reached by the Parties with respect to resolution of all inspection
 101 issues, then either Party may terminate this Contract by serving Notice to the other Party, whereupon this
 102 Contract shall be null and void.

103 (c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
 104 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 105 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void.

106 (d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
 107 waiver of Buyer's right to terminate this Contract under this Paragraph 10 and this Contract shall remain
 108 in full force and effect.

109 **11. MORTGAGE CONTINGENCY:** This Contract is contingent upon Buyer obtaining a firm written mortgage
 110 commitment (except for matters of title and survey or matters totally within Buyer's control) on or before
 111 _____, 20____ for a [check one] ☒ fixed ☐ adjustable [check one] ☐ conventional ☐ FHA/VA
 112 (if FHA/VA is chosen, complete Paragraph 35) ☐ other _____ loan of _____% of Purchase
 113 Price, plus private mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not
 114 exceed _____% per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee
 115 and/or discount points not to exceed _____% of the loan amount. Buyer shall pay the cost of application,
 116 usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 33 if closing
 117 cost credits apply.) Buyer shall make written loan application within five (5) Business Days after the Date of
 118 Acceptance. **Failure to do so shall constitute an act of Default under this Contract. If Buyer, having applied**
 119 **for the loan specified above, is unable to obtain such loan commitment and serves Notice to Seller within**
 120 **the time specified, this Contract shall be null and void. If Notice of inability to obtain such loan**
 121 **commitment is not served within the time specified, Buyer shall be deemed to have waived this**
 122 **contingency and this Contract shall remain in full force and effect. Unless otherwise provided in**
 123 **Paragraph 31, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real**
 124 **estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a**
 125 **loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the**
 126 **sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30)**
 127 **days after Buyer's Notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a**

Buyer Initial <u>PAH</u>	Buyer Initial _____	Seller Initial <u>BSA</u>	Seller Initial _____
Address _____			v5.0e

UNOFFICIAL COPY

128 purchase money mortgage upon the same terms, this Contract shall remain in full force and effect. In such
 129 event, Seller shall notify Buyer within five (5) Business Days after Buyer's Notice of Seller's election to
 130 provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested information and
 131 shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

132 **12. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for
 133 an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10)
 134 Business Days after the Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves**
 135 **Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If**
 136 **Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency**
 137 **and this Contract shall remain in full force and effect.**

138 **13. FLOOD INSURANCE:** Unless previously disclosed in the Illinois Residential Real Property Disclosure
 139 Report, Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
 140 special flood hazard area which requires Buyer to carry flood insurance. **If Notice of the option to declare**
 141 **this Contract null and void is not given to Seller within ten (10) Business Days after the Date of**
 142 **Acceptance or by the Mortgage Contingency deadline date described in Paragraph 11 (whichever is later),**
 143 **Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**
 144 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

145 **14. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms
 146 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
 147 conflicting terms.

148 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and
 149 conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all
 150 amendments; public and utility easements including any easements established by or implied from the
 151 Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall
 152 rights and agreements; limitations and conditions imposed by the Condominium Property Act;
 153 installments due after the date of Closing of general assessments established pursuant to the Declaration
 154 of Condominium/Covenants, Conditions and Restrictions.

155 (b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
 156 all special assessments confirmed prior to the Date of Acceptance.

157 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller
 158 items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently
 159 apply for same. This Contract is subject to the condition that Seller be able to procure and provide to
 160 Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by
 161 the Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by
 162 the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the
 163 Condominium Association requires the personal appearance of Buyer and/or additional documentation,
 164 Buyer agrees to comply with same.

165 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing
 166 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
 167 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
 168 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate,
 169 then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days
 170 after the receipt of the documents and information required by Paragraph 14(c), listing those deficiencies
 171 which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed
 172 to have waived this contingency, and this Contract shall remain in full force and effect.

Buyer Initial <u>RAH</u>	Buyer Initial _____	Seller Initial <u>MSA</u>	Seller Initial _____
Address _____ v5.0e			

UNOFFICIAL COPY

173 (e) Seller shall not be obligated to provide a condominium survey.

174 (f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

175 **15. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
 176 merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights,
 177 (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by
 178 Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable,
 179 subject only to: general real estate taxes not due and payable at the time of Closing; covenants, conditions
 180 and restrictions of record; and building lines and easements, if any, provided they do not interfere with the
 181 current use and enjoyment of the Real Estate.

182 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
 183 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a
 184 title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended
 185 coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of
 186 Acceptance, subject only to items listed in Paragraph 15. The requirement to provide extended coverage shall
 187 not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be
 188 conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein
 189 stated. **If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any**
 190 **encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said**
 191 **exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure**
 192 **against loss or damage that may result from such exceptions or survey matters or insure against any court-**
 193 **ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to
 194 Closing, Buyer may elect to take the title as it then is with the right to deduct from the Purchase Price prior
 195 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title
 196 covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
 197 Insurance Policy.

198 **17. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
 199 condominium (see Paragraph 14) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat
 200 of Survey that conforms to the current Minimum Standards of Practice for boundary surveys, is dated not
 201 more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor
 202 licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show
 203 visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The
 204 land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners
 205 shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near
 206 the professional land surveyor seal and signature: "This professional service conforms to the current Illinois
 207 Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey
 208 and is not acceptable.

209 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to Closing,
 210 this sale shall be closed through an escrow with the lending institution or the title company in accordance
 211 with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the
 212 Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract.
 213 The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a cash purchase
 214 (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

215 **19. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
 216 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by

Buyer Initial <u>BAH</u>	Buyer Initial _____	Seller Initial <u>MSB</u>	Seller Initial _____
Address _____			v5.0e

UNOFFICIAL COPY

217 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
 218 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
 219 condemnation award or any insurance payable as a result of the destruction or damage, which gross
 220 proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to
 221 repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of
 222 the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

223 **20. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed
 224 for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be
 225 deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and
 226 Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be
 227 ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of
 228 such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be
 229 paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees
 230 to pay such excess promptly upon demand.

231 **21. SELLER REPRESENTATIONS:** Seller represents that with respect to the Real Estate Seller has no
 232 knowledge of nor has Seller received written notice from any governmental body regarding:

- 233 (a) zoning, building, fire or health code violations that have not been corrected;
- 234 (b) any pending rezoning;
- 235 (c) boundary line disputes;
- 236 (d) any pending condemnation or Eminent Domain proceeding;
- 237 (e) easements or claims of easements not shown on the public records;
- 238 (f) any hazardous waste on the Real Estate;
- 239 (g) any improvements to the Real Estate for which the required permits were not obtained;
- 240 (h) any improvements to the Real Estate which are not included in full in the determination of the most
 241 recent tax assessment; or
- 242 (i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

243 Seller further represents that:

- 244 1. There [check one] ☐ is ☐ is not a pending or unconfirmed special assessment affecting the Real Estate by
 245 any association or governmental entity payable by Buyer after date of Closing.
- 246 2. The Real Estate [check one] ☐ is ☐ is not located within a Special Assessment Area or Special Service
 247 Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
- 248 If any of the representations contained herein regarding a Special Assessment Area or Special Service
 249 Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If
 250 Notice of the option to declare this Contract null and void is not given to Seller within ten (10) Business
 251 Days after the Date of Acceptance or by the Mortgage Contingency deadline date described in Paragraph
 252 11 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain
 253 in full force and effect. Seller's representations contained in this paragraph shall survive the Closing.

254 **22. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean
 255 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the
 256 Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real
 257 Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate,
 258 improvements and included Personal Property are in substantially the same condition as of the Date of
 259 Acceptance, normal wear and tear excepted.

Buyer Initial <u>PAH</u>	Buyer Initial _____	Seller Initial <u>MSA</u>	Seller Initial _____
Address _____ v5.0			

UNOFFICIAL COPY**23. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

(a) Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the party designated in such ordinance.

(b) Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

25. FACSIMILE OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money refunded to Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided written direction from Seller and Buyer. Absent a direction relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of Interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney fees, related to the filing of the Interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

27. NOTICE: Except as provided in Paragraph 31(C)(2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

(a) By personal delivery; or

(b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or

(c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or

(d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown on this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or

(e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction.

Buyer Initial <u>KAH</u>	Buyer Initial _____	Seller Initial <u>MSA</u>	Seller Initial _____
Address _____			v5.0

UNOFFICIAL COPY

304 **29. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including but not limited to the
 305 Attorney Review and Professional Inspection Paragraphs shall be governed by the laws of the State of Illinois
 306 and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

307 **30. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS initialed by the
 308 Parties and the following attachments, if any: _____

309

310

OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)

311 _____ **31. SALE OF BUYER'S REAL ESTATE:**

312 [Initials]

313 **(A) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

314 (1) Buyer owns real estate commonly known as (address): _____

315

316 (2) Buyer [check one] ☐ has ☐ has not entered into a contract to sell said real estate.

317 If Buyer has entered into a contract to sell said real estate, that contract:

318 (a) [check one] ☐ is ☐ is not subject to a mortgage contingency.

319 (b) [check one] ☐ is ☐ is not subject to a real estate sale contingency.

320 (c) [check one] ☐ is ☐ is not subject to a real estate closing contingency.

321 (3) Buyer [check one] ☐ has ☐ has not listed said real estate for sale with a licensed real estate broker and
 322 in a local multiple listing service.

323 (4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple
 324 listing service, Buyer [check one]

325 (a) ☐ Shall list said real estate for sale with a licensed real estate broker who will place it in a local
 326 multiple listing service within five (5) Business Days after the Date of Acceptance.

327 [For information only] Broker: _____

328 Broker's Address: _____ Phone: _____

329 (b) ☐ Does not intend to list said real estate for sale.

330 **(B) CONTINGENCIES BASED UPON SALE AND/OR CLOSE OF BUYER'S REAL ESTATE:**

331 (1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real
 332 estate that is in full force and effect as of _____, 20____. Such contract should provide
 333 for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or
 334 before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of
 335 Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a
 336 contract for the sale of Buyer's real estate is not served on or before the close of business on the
 337 date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies
 338 contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this
 339 paragraph is used, then the following paragraph must be completed.)

340 (2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in
 341 Paragraph 31(B)(1) and that contract is in full force and effect, or has entered into a contract for the
 342 sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon
 343 Buyer closing the sale of Buyer's real estate on or before _____, 20____. If Notice that
 344 Buyer has not closed the sale of Buyer's real estate is served before the close of business on the
 345 next Business Day after the date set forth in the preceding sentence, this Contract shall be null and
 346 void. If Notice is not served as described in the preceding sentence, Buyer shall be deemed to have
 347 waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full
 348 force and effect.

Buyer Initial <u>RAH</u>	Buyer Initial _____	Seller Initial <u>AAA</u>	Seller Initial _____
Address _____			v5.0

UNOFFICIAL COPY

- (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 31(B)(1) (or after the date of this Contract if no date is set forth in Paragraph 31(B)(1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 31 and complies with Paragraph 31(D), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.

(C) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

- (1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed in Paragraph 31(B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 31(B), subject to Paragraph 31(D).
- (2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 - (a) By personal delivery effective at the time and date of personal delivery; or
 - (b) By mailing to the addresses recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 - (c) By commercial overnight delivery (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
- (3) If Buyer complies with the provisions of Paragraph 31(D) then this Contract shall remain in full force and effect.
- (4) If the contingencies set forth in Paragraph 31(B) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
- (5) Except as provided in Paragraph 31(C)(2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
- (6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

(D) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 31(B) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$_____ in the form of a cashier's or certified check within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.

(E) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior

Buyer Initial <u>RAH</u>	Buyer Initial _____	Seller Initial <u>MAA</u>	Seller Initial _____
Address _____			v5.0

UNOFFICIAL COPY

394 contract should not be served until after Attorney Review and Professional Inspections provisions of this
 395 Contract have expired, been satisfied or waived.

396 _____ 33. **CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the
 397 HUD-1 Settlement Statement, and if not, such lesser amount as the lender permits, Seller agrees to credit to
 398 Buyer at Closing \$ _____ to be applied to prepaid expenses, closing costs or both.

399 _____ 34. **INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other
 400 required forms), shall be held in a federally insured interest bearing account at a financial institution
 401 designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to
 402 Buyer. **Buyer shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the**
 403 **account.** In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10)
 404 Business Days prior to the anticipated Closing date.

405 _____ 35. **VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, this provision shall
 406 be applicable: **Required FHA or VA amendments and disclosures shall be attached to this Contract.** If VA,
 407 the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one]
 408 ☐ shall ☐ shall not be added to the mortgage loan amount.

409 _____ 36. **INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written
 410 commitment for interim financing on or before _____, 20____ in the amount of \$ _____.
 411 If Buyer is unable to secure the interim financing commitment and gives Notice to Seller within the time
 412 specified, this Contract shall be null and void. If Notice is not served within the time specified, this
 413 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

414 _____ 37. **WELL AND/OR SEPTIC/SANITARY INSPECTIONS:** Seller shall obtain at Seller's
 415 expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and
 416 including a bacteria and nitrate test (and lead test for FHA loans) and/or a septic report from the applicable
 417 County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic
 418 inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply
 419 and the private sanitary system are in proper operating condition with no defects noted. Seller shall remedy
 420 any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a
 421 defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach
 422 agreement regarding payment of such additional cost, this Contract may be terminated by either Party.
 423 Additional testing recommended by the report shall be obtained at Seller's expense. If the report
 424 recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with
 425 a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract
 426 prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day
 427 prior to Closing.

428 _____ 38. **WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 10,
 429 within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a
 430 written report, dated not more than six (6) months prior to the date of Closing, by a licensed inspector
 431 certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no
 432 visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed
 433 between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the
 434 option within five (5) Business Days of receipt of the report to proceed with the purchase or declare this
 435 Contract null and void.

Buyer Initial <u>KAH</u>	Buyer Initial _____	Seller Initial <u>SAH</u>	Seller Initial _____
Address _____ v5.0			

UNOFFICIAL COPY

436 _____ **39. POST-CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M.
 437 on the date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible
 438 for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession.
 439 Seller shall deposit in escrow at Closing with _____, [check one] ☐ one percent (1%) of the
 440 Purchase Price or ☐ the sum of \$ _____ to be paid by Escrowee as follows:

441 (a) The sum of \$ _____ per day for use and occupancy from and including the day after
 442 Closing to and including the day of delivery of Possession, if on or before the Possession Date;
 443 (b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day
 444 after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate;
 445 and
 446 (c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 22
 447 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the
 448 possession escrow deposit referred to above. Nothing herein shall be deemed to create a
 449 Landlord/Tenant relationship between the Parties.

450 _____ **40. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its
 451 "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or
 452 guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated
 453 Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at
 454 Buyer's expense. In that event, Seller shall make the Real Estate available to Buyer's inspector at reasonable
 455 times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by
 456 the acts or negligence of Buyer or any person performing any inspection. In the event the inspection reveals
 457 that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5)
 458 Business Days after the Date of Acceptance, this Contract shall be null and void. Failure of Buyer to notify
 459 Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under
 460 this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges that the
 461 provisions of Paragraph 10 and the warranty provisions of Paragraph 3 do not apply to this Contract.

462 _____ **41. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 463 consented to _____
 464 (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to
 465 Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

466 _____ **42. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the
 467 Real Estate by _____
 468 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's
 469 Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified,
 470 this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be
 471 deemed waived by the Parties and this Contract shall remain in full force and effect.

472 _____ **43. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon
 473 the Parties entering into a separate written agreement consistent with the terms and conditions set forth
 474 herein, and with such additional terms as either Party may deem necessary, providing for one or more of the
 475 following: (check applicable boxes)

476 <input checked="" type="checkbox"/> Articles of Agreement for Deed or	<input type="checkbox"/> Assumption of Seller's Mortgage	<input type="checkbox"/> Commercial/Investment
477 Purchase Money Mortgage	<input type="checkbox"/> Cooperative Apartment	<input type="checkbox"/> New Construction
478 <input type="checkbox"/> Short Sale	<input type="checkbox"/> Tax-Deferred Exchange	<input type="checkbox"/> Vacant Land

Buyer Initial <u>LAH</u>	Buyer Initial _____	Seller Initial <u>MSA</u>	Seller Initial _____
Address _____ v5.0			

UNOFFICIAL COPY

479 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND**
 480 **DELIVERED TO THE PARTIES OR THEIR AGENTS.**

481 The Parties represent that the text of this form has not been altered and is identical to the official Multi-Board
 482 Residential Real Estate Contract 5.0.

483 _____
 484 Date of Offer _____ DATE OF ACCEPTANCE _____
 485 _____
 486 Buyer Signature _____ Seller Signature _____
 487 _____
 488 Buyer Signature _____ Seller Signature _____
 489 _____
 490 Print Buyer(s) Name(s) [Required] _____ Print Seller(s) Name(s) [Required] _____
 491 _____
 492 Address _____ Address _____
 493 _____
 494 City _____ State _____ Zip _____ City _____ State _____ Zip _____
 495 _____
 496 Phone _____ E-mail _____ Phone _____ E-mail _____

FOR INFORMATION ONLY

497 _____
 498 _____
 499 Buyer's Broker _____ MLS # _____ Seller's Broker _____ MLS # _____
 500 _____
 501 Buyer's Designated Agent _____ MLS # _____ Seller's Designated Agent _____ MLS # _____
 502 _____
 503 Phone _____ Fax _____ Phone _____ Fax _____
 504 _____
 505 E-mail _____ E-mail _____
 506 _____
 507 Buyer's Attorney _____ E-mail _____ Seller's Attorney _____ E-mail _____
 508 _____
 509 Phone _____ Fax _____ Phone _____ Fax _____
 510 _____
 511 Mortgage Company _____ Phone _____ Homeowner's/Condo Association (if any) _____ Phone _____
 512 _____
 513 Loan Officer _____ Phone/Fax _____ Management Co./Other Contact _____ Phone _____

514 ©2009, Illinois Real Estate Lawyers Association. All rights reserved. **Unauthorized duplication or alteration of this form or**
 515 **any portion thereof is prohibited.** Official form available at www.irela.org (web site of Illinois Real Estate Lawyers
 516 Association).

Approved by the following organizations as of July 20, 2009

517 Illinois Real Estate Lawyers Association · DuPage County Bar Association · Will County Bar Association
 518 Northwest Suburban Bar Association · Chicago Association of REALTORS®
 519 Mainstreet Organization of REALTORS® · Aurora-Tri County Association of REALTORS® · West Towns Board of REALTORS®
 520 REALTOR® Association of Northwest Chicagoland · REALTOR® Association of the Fox Valley
 521 Oak Park Area Association of REALTORS® · McHenry Association of REALTORS® · Three Rivers Association of REALTORS®
 522 North Shore-Barrington Association of REALTORS®

523 **Seller Rejection:** This offer was presented to Seller on _____, 20____ at ____:____ AM/PM
 524 and rejected on _____, 20____ at ____:____ AM/PM _____ (Seller initials).

Buyer Initial RAH Buyer Initial _____ Seller Initial MAA Seller Initial _____
 Address _____ v5.0