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**UNOFFICIAL COPY**

This form is drafted with the joint efforts of the NORTHWEST ASSOCIATION OF REALTORS, INC. and the NORTHWEST SUBURBAN BAR ASSOCIATION. REV. 10/88

**Purchaser's Agency** (Please print) \_\_\_\_\_  
**Company** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_  
**State** \_\_\_\_\_  
**Zip** \_\_\_\_\_

**Seller's Agency** (Please print) \_\_\_\_\_  
**Company** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_  
**State** \_\_\_\_\_  
**Zip** \_\_\_\_\_

**Seller's Mailing Address** (Please print) \_\_\_\_\_  
**Street** \_\_\_\_\_  
**City** \_\_\_\_\_  
**State** \_\_\_\_\_  
**Zip** \_\_\_\_\_

**Seller/Beneficiary/Agent** (Signature) \_\_\_\_\_  
**Social Security Number** \_\_\_\_\_

**Seller/Beneficiary/Agent** (Signature) \_\_\_\_\_  
**Social Security Number** \_\_\_\_\_

**Selling Salesperson** (Please print) \_\_\_\_\_  
**NWA# Member Number** \_\_\_\_\_

**Listing Salesperson** (Please print) \_\_\_\_\_  
**NWA# Member Number** \_\_\_\_\_

**DATE OF CONTRACT ACCEPTANCE** \_\_\_\_\_

WE UNDERSTAND THAT THE OFFER MADE BY THE PURCHASER AND THE ACCEPTANCE OF THE SELLER AND THE SIGNATURES OF BOTH PARTIES SHALL CONSTITUTE A LEGALLY BINDING CONTRACT AND ALL PARTIES AGREE TO PERFORM THE TERMS AND CONDITIONS THEREOF.

**PURCHASER ACKNOWLEDGES THAT THEY HAVE RECEIVED A RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT FROM THE SELLER. SELLER ACKNOWLEDGES THAT THE INFORMATION CONTAINED IN SAID REPORT IS ACCURATE AS OF THE DATE OF THIS CONTRACT.**

**17. CANCELLATION OF BRIDAL CONTRACT** This contract is subject to the General Conditions of the Contract and the Special Conditions attached hereto, which terms and general conditions are made a part of this contract.

**18. BIDDERS AND GENERAL CONDITIONS** This contract is subject to the General Conditions of the Contract and the Special Conditions attached hereto, which terms and general conditions are made a part of this contract.

**19. CONDITION OF SYSTEMS, EQUIPMENT AND APPLIANCES** Seller will represent that as of the date of the contract, the property is in good condition and all systems, equipment and appliances are in good working order.

**20. BIDDERS AND GENERAL CONDITIONS** This contract is subject to the General Conditions of the Contract and the Special Conditions attached hereto, which terms and general conditions are made a part of this contract.

**21. BIDDERS AND GENERAL CONDITIONS** This contract is subject to the General Conditions of the Contract and the Special Conditions attached hereto, which terms and general conditions are made a part of this contract.

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**40. BIDDERS AND GENERAL CONDITIONS** This contract is subject to the General Conditions of the Contract and the Special Conditions attached hereto, which terms and general conditions are made a part of this contract.

**1. OFFER TO PURCHASE** I, the undersigned, offer to purchase the property commonly known as \_\_\_\_\_ (PURCHASER'S ADDRESS) \_\_\_\_\_ (CITY) \_\_\_\_\_ (COUNTY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_ (SELLER)

**2. PERSONAL PROPERTY** The following is the personal property to be included in the purchase price and for which a bill of sale is to be given at the closing: \_\_\_\_\_

**3. TIME FOR ACCEPTANCE** This offer shall be binding and irrevocable for the period of \_\_\_\_\_ days from the date hereof.

**4. PURCHASE PRICE** The purchase price is \$ \_\_\_\_\_ (SELLER'S SIGNATURE)

**5. FINANCIAL STATEMENT** The undersigned hereby certifies that the information contained in the attached financial statement is true and correct to the best of his knowledge.

**6. DEPOSIT OF PURCHASE PRICE** The purchase price shall be deposited in an escrow account established by \_\_\_\_\_ (TITLE COMPANY) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_ (SELLER)

**7. CLOSING** The closing shall take place on \_\_\_\_\_ (DATE) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_ (SELLER)

**8. SIGNATURES** \_\_\_\_\_ (PURCHASER'S SIGNATURE) \_\_\_\_\_ (SELLER'S SIGNATURE)

**97291846**  
**NORTHWEST ASSOCIATION OF REALTORS**  
**REAL ESTATE CONTRACT**

97291846

# UNOFFICIAL COPY

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The following Riders numbered \_\_\_\_\_ are to be attached to and made part of the Real Estate Contract dated \_\_\_\_\_ for the sale of the property commonly known as \_\_\_\_\_ Seller(s) and \_\_\_\_\_ Purchaser(s)

RIDER 140: LOAN/DISCOUNT AGREEMENT (FHA, VA, CONVENTIONAL)

Seller agrees to pay a loan discount to Lender, in an amount equal to, but not greater than \_\_\_\_\_ % of the Purchaser's mortgage loan to be applied to, but not limited to, Purchaser's service charges, origination and loan discount fees, title expenses, and any other non-recurring lender charges to Purchaser as itemized on HUD-1 Closing statement. It is further provided that, if allowed by Government Regulations, Purchaser agrees to pay their lender any loan discount required in excess of the amount agreed to herein by Seller not to exceed \_\_\_\_\_ % of Purchaser's mortgage loan.

RIDER 150: FHA VALUATION CLAUSE:

1. It is expressly agreed that notwithstanding any other provisions of the Contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the Seller has delivered to the Purchaser in accordance with HUD, FHA or VA requirements a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$ \_\_\_\_\_ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the appraised valuation. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WILL INSURE. HUD DOES NOT WARRANT THE VALUE NOR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND ANO CONDITION OF THE PROPERTY ARE ACCEPTABLE.

2. Seller shall have the option of cancelling the Contract in the event that the FHA Conditional Commitment or the governmental authority having jurisdiction over the subject premises requires improvements and/or repairs being made to the subject premises.

3. Seller agrees to furnish at his expense, a termite inspection report by a licensed exterminator showing the property to be free of wood destroying infestation and pay for such other FHA administrative charges as are customarily the seller's charges. Seller's total cost for such FHA administrative charges including termite inspection shall not exceed the lesser of the actual cost of \$150.00.

4. The Seller, the Borrower and Real Estate Broker (Builder) involved in this transaction, certify that the terms of the contract for purchase are true and that there are no other parties or side agreements in connection with this transaction.

5. Purchaser acknowledges receipt of U.S. Department of Housing and Urban Development "Notice To Purchasers of Housing Constructed Before 1978" (WATCH OUT FOR LEAD-BASED PAINT POISONING!)

RIDER 160: VETERAN'S ADMINISTRATION CRV CLAUSE:

It is agreed by and between the parties hereto as follows: That notwithstanding any other provisions of the Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise, or be obligated to complete the purchase of the property described herein, if the Contract purchase price or cost exceeds the reasonable value of the property established by the Veterans' Administration. The Purchaser shall, however, have the option of proceeding with the consummation of the Contract without regard to the amount of the reasonable value established by the Veterans' Administration.

Seller shall have the option of cancelling the Contract in the event that the VA Conditional Commitment or the governmental authority having jurisdiction over the subject premises requires improvements and/or repairs being made to the subject premises.

RIDER 170: AS-IS CONDITION:

Purchaser acknowledges

- 1. The real and personal property has been inspected by the Purchaser.
2. That Purchaser accepts the real and personal property in it's "as-is" condition, including all building code violations, if any (strike if inapplicable), as of the date of contract acceptance.
3. No representations have been made by the Seller or Seller's agent except \_\_\_\_\_.
4. Receipt of the Residential Real Property Seller Disclosure Form if required by law.

RIDER 180: APPROVAL BY DESIGNATED PARTY:

It is agreed by and between the parties hereto as follows: That the Contract is subject to the approval of the property by \_\_\_\_\_ hereinafter referred to as the Designated Party, within three (3) calendar days from the date of Contract acceptance. In the event the Designated Party does not approve of the property, written notice as provided herein shall be given to the Seller by the Purchaser within the time specified for approval by the Designated Party, and the Contract shall become null and void and all monies paid by the Purchaser shall be refunded upon written direction of all parties to escrowee. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THE CONTRACT SHALL BE IN FULL FORCE AND EFFECT.

RIDER 290: CONDOMINIUMS—RESALE UNITS ONLY:

1. TITLE Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants, and conditions of the Declaration of Condominium and all amendments thereto, public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto, party wall rights and agreements, limitations and conditions imposed by the Condominium Property Act, installments due after the date of closing of general assessments established pursuant to the Declaration of Condominium.

2. Seller represents that as of the date of acceptance hereof, the monthly assessment pertaining to this unit is \$ \_\_\_\_\_ Seller is responsible for all assessments, regular or special, due or levied prior to closing. Accumulated reserves of the Association are not a proratable item.

3. EVIDENCE OF COMPLIANCE WITH DECLARATION OF CONDOMINIUM Purchaser has, within 4 business days from the date of acceptance of the Contract, the right to demand from Seller items as stipulated by 765 ILCS 605.20-1 (Illinois Condominium Property Act) as shown below. The contract is subject to the condition that Seller be able to procure and provide to Purchaser, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium within the time established by said Declaration. In the event the Condominium Association requires personal appearance of Purchaser and/or additional documentation, Purchaser agrees to comply with same.

4. In the event the documents and information provided by the Seller disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would restrict Purchaser's reasonable use of the premises or would increase the financial considerations which Purchaser would have to extend in connection with the owning of the condominium, then Purchaser may declare the Contract null and void by giving Seller written notice within seven (7) calendar days of the receipt of the documents and information required by paragraph 3, listing those deficiencies which are unacceptable to Purchaser, and thereupon all earnest money deposited by Purchaser shall be returned to Purchaser upon written direction of all parties to escrowee. IF PURCHASER DOES NOT SERVE SUCH WRITTEN NOTICE ON SELLER WITHIN THE TIME SPECIFIED, THIS CONTINGENCY SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PURCHASER.

5. Seller shall not be obligated to provide a condominium survey.

6. Seller shall provide a certificate of insurance showing Purchaser (and Purchaser's mortgagee) as insured.

7. The parties hereto agree that the terms contained in this rider which may be contrary to the terms of the real estate contract shall supersede said contract.

765 ILCS 605/22-1 (a) and (b)

(a) In the event of any resale of a condominium unit by a unit owner other than the developer, such owner shall obtain from the Board of Managers and shall make available for inspection to the prospective purchaser, upon demand, the following:

- (1) A copy of the Declaration, by laws, other condominium instruments and any rules and regulations.
(2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of this Act or the condominium instruments.
(3) A statement of any capital expenditures anticipated by the unit owner's association within the current or succeeding two fiscal years.
(4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Managers.
(5) A copy of the statement of financial condition of the unit owner's association for the last fiscal year for which such statement is available.
(6) A statement of the status of any pending suits or judgments in which the unit owner's association is a party.
(7) A statement setting forth what insurance coverage is provided for all unit owners by the unit owner's association.
(8) A statement that any improvements or alterations made to the unit, or the limited common elements assigned thereto by the prior unit owner are in good faith believed to be in compliance with the condominium instruments.
(9) The identity and mailing address of the principal officer of the unit owner's association or of the other officer or agent as is specifically designated to receive notices.
(10) The principal officer of the unit owner's association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within 30 days of the request.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the association or its Board of Managers to the unit seller for providing such information.

RIDER 700: RECONFIRMATION OF DUAL AGENCY CONSENT:

The undersigned confirm that they have previously consented to \_\_\_\_\_ ("licensee"), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

PURCHASER \_\_\_\_\_ SELLER \_\_\_\_\_
PURCHASER \_\_\_\_\_ SELLER \_\_\_\_\_
BROKER/AGENT (FHA LOANS ONLY) \_\_\_\_\_ BROKER/AGENT (FHA LOANS ONLY) \_\_\_\_\_

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Property of Cook County Clerk's Office



# UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE  
01/20/07

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Address: 1234

Name: John Doe

Meeting: 12/12/06

Legal Description: 1234 5678 9101 2345 6789 1011 1213 1415 1617 1819 2021 2223 2425 2627 2829 3031 3233 3435 3637 3839 4041 4243 4445 4647 4849 5051 5253 5455 5657 5859 6061 6263 6465 6667 6869 7071 7273 7475 7677 7879 8081 8283 8485 8687 8889 9091 9293 9495 9697 9899 10000

Legal Description: 1234 5678 9101 2345 6789 1011 1213 1415 1617 1819 2021 2223 2425 2627 2829 3031 3233 3435 3637 3839 4041 4243 4445 4647 4849 5051 5253 5455 5657 5859 6061 6263 6465 6667 6869 7071 7273 7475 7677 7879 8081 8283 8485 8687 8889 9091 9293 9495 9697 9899 10000

01/20/07  
01/20/07

This information was obtained from the Cook County Clerk's Office. It is provided for your information only and is not intended to constitute an offer of any financial product or service. Please contact your broker for more information.



MARY JOHNSON  
3343 W. PULASKI  
CHICAGO IL 60651

Property of Cook County Clerk's Office

97291846

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

OFFICE RECORDING	\$24.50
TRANSFER FROM DEPT OF COMPT & FINANCE	
AGENCY: IR *--97-291846	
COOK COUNTY RECORDER	
DEFERRED PENALTY	\$24.00