

JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"

CONTRACT FOR PURCHASE AND SALE
For Use With Vacant Lots
(Complete All Blanks And Delete Inapplicable Language)

LISTING OFFICE: _____ SELLING OFFICE: _____
LOF #: _____ PHONE: _____ SOF #: _____ PHONE: _____
Listing Agent: _____ # _____ Buyer's Agent: _____ # _____
Seller's Attorney: _____ Buyer's Attorney: _____

Designated agents of the Listing Broker are agents of the Seller. Designated agents of the Selling Broker are agents of the Buyer unless a dual agency agreement is signed.

CONFIRMATION OF CONSENT TO DUAL AGENCY

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.

Seller's Initials: _____ / _____ Buyer's Initials: _____ / _____

1. To: (SELLER) _____
Phone _____ of _____ (Address & Zip Code)

2. The Undersigned (BUYER) _____
Phone _____ of _____ (Address & Zip Code)

3. Offers to purchase the following described real estate situated in (Winnebago) (_____) County, Illinois, commonly known as: _____, and legally described as _____
Property Identification No.: _____

4. And to pay you \$ _____ payable
\$ _____ as earnest money to be tendered by Buyer no later than one business day following the date of the accepted Contract (**A Minimum Of 3% Of The Purchase Price Is Recommended**) to be applied to the purchase price and the balance payable in cash at time of closing; (if Contract is not subject to 5A financing contingency, Buyer will furnish written verification of funds to close from a financial institution within _____ business days of acceptance of this Contract.)

5. BUYER'S OBLIGATIONS PURSUANT TO THIS CONTRACT ARE CONTINGENT UPON THE ABILITY OF BUYER TO:

A. Obtain by _____, a written mortgage loan commitment containing the following terms: loan amount not less than _____% of the purchase price due in not less than _____ years amortized over _____ years with (Fixed) (Adjustable) interest at not more than _____% per year and lender required flood insurance premiums not to exceed \$ _____ per year, or containing other terms acceptable to Buyer. Buyer shall provide to Seller by the above date a copy of the Lender's loan commitment or denial. The issuance of a commitment containing the above-specified terms or Buyer's written acceptance of a commitment containing other terms shall satisfy this contingency. Seller agrees to pay Buyer's closing costs not exceeding \$ _____ (to include all costs paid to third parties in connection with the closing, prepaid mortgage interest, insurance and tax reserve deposits).

B. Enter into a contract for the sale of property in which Buyer now has an interest, located at _____ for not less than \$ _____ or a lesser amount as

53 is accepted by _____, 20__ and complete the sale of such property on or before closing.
54 Seller reserves the right to accept another bona fide offer subject to the rights of Buyer under this Contract. In
55 the event Seller accepts another bona fide offer, Seller shall deliver a notice to eliminate contingency to Buyer.
56 Within 72 hours of receipt of such notice, Buyer shall deliver written notice to Seller of removal of this contingency
57 and all other Buyer contingencies AND (a) provide a written commitment for a non-contingent bridge loan, OR (b)
58 provide evidence of available funds sufficient to allow Buyer to complete the transaction, or this Contract shall be
59 void.
60 C. Obtain by _____, 20__, an appraisal prepared by an Illinois licensed appraiser indicating
61 the value of the premises to be equal to or greater than the purchase price.
62
63 6. Except as otherwise provided, if any contingency cannot in good faith be carried out, this Contract shall become void
64 and the earnest money shall be returned to Buyer pursuant to the provisions of Paragraph 9 hereof.
65
66 7. This transaction shall be closed on _____ or on such date as mutually agreed by the parties in
67 writing, and Seller shall deliver possession of the premises free of debris at time of closing.
68
69 8. Rents, utilities, pre-paid service contracts, property taxes, association dues and fees, and other similar items shall be
70 prorated through date of closing. Tax prorations shall be based upon the actual tax bill if known for a specific tax
71 year, otherwise 105% of the most recent full year tax bill, and shall be final as of closing. Seller shall pay at closing
72 all special assessments, special service area taxes, or fees or other similar items charged against the premises
73 approved, enacted or confirmed prior to date of final acceptance of contract by a public body, private association or a
74 Court.
75
76 9. The earnest money shall be held by _____, referred to as "Escrowee," for
77 the mutual benefit of the parties in a non-interest bearing account. If an earnest money dispute arises, Escrowee shall
78 be authorized to release the earnest money ONLY upon written direction executed by all parties or order of Court;
79 **provided, however, in the event the property is being sold through a listing in the RAAR MLS and a dispute**
80 **solely involving earnest money arises, the parties agree to submit the dispute to binding arbitration if available**
81 **through RAAR under arbitration rules and procedures approved by RAAR and WCBA.**
82
83 10. Seller warrants as of closing that:
84 A. Sewer/water is available at the lot line subject to normal connection charges only;
85 B. A well/conventional septic system may be installed on premises;
86 C. A building permit is obtainable for the construction of a _____; and
87 D. The premises are presently zoned _____.
88
89 11. Seller shall furnish current title insurance commitment in the amount of the purchase price to Buyer prior to closing,
90 and final policy thereafter, at Seller's expense, from a title company with a closing office located in the county where
91 the property is located, showing merchantable title subject only to the following permitted exceptions: a) all accrued
92 taxes, fees and special assessments credited to Buyer at closing; b) building setbacks, use and occupancy restrictions,
93 conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; e)
94 roads and highways.
95
96 12. Buyer shall have reasonable access to the premises prior to closing to determine that premises are in the same
97 condition as the date of acceptance of the Contract.
98
99 13. If Seller cannot deliver merchantable title to Buyer at closing, subject only to permitted exceptions, this Contract shall
100 be voidable at Buyer's option and the earnest money shall be returned to Buyer or Buyer may elect to close and deduct
101 from the purchase price a definite and ascertainable amount required to satisfy and release any nonpermitted
102 exceptions, and in such case Seller shall convey the premises to Buyer.
103
104 14. SHOULD BUYER FAIL TO PERFORM THIS CONTRACT PROMPTLY IN THE TIME AND MANNER
105 SPECIFIED, THE EARNEST MONEY SHALL BE FORFEITED BY BUYER AS LIQUIDATED DAMAGES

106 SUBJECT TO THE PROVISIONS OF PARAGRAPH 9 HEREOF, AS SELLER'S EXCLUSIVE REMEDY, AND
 107 THIS CONTRACT SHALL BE VOID. IN ANY ACTION TO ENFORCE THE TERMS OF THIS CONTRACT,
 108 THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS FEES AND COSTS.
 109
 110 15. Time is of the essence of the terms and conditions of this Contract.
 111
 112 16. At closing Seller shall convey merchantable title to the property, subject to permitted exceptions, to Buyer or
 113 whomever Buyer may direct by stamped recordable warranty deed or such other appropriate deed or agreement for
 114 deed as required. The remainder of the purchase price or any further part of it then due shall be paid and all
 115 documents required by the transaction shall be signed and delivered.
 116
 117 17. Any real estate commission shall be paid at closing in accordance with the conditions of the listing agreement
 118 unless otherwise agreed, but if the sale is not completed and the earnest money is forfeited, it shall be first applied to
 119 the payment of expenses incurred for Seller by listing broker and the balance, if any, shall be divided equally between
 120 Seller and listing broker.
 121
 122 18. The parties agree to comply with the following federal or state acts when applicable:
 123 A. Federal Real Estate Settlement Procedures Act (RESPA).
 124 B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.
 125
 126 19. A. All required notices shall be in writing and shall be served directly upon any one of the parties to whom the notice
 127 is directed, or the party's real estate agents or attorneys by (a) personal delivery, (b) regular or express mail, or (c)
 128 FAX machine. Notices shall be deemed satisfactorily delivered at the time of personal delivery, mailing, or FAX
 129 transmission regardless of the time of actual receipt by the other party, or their attorney, or real estate agent, except
 130 that actual receipt by Buyer, Buyer's agent, or attorney of the notice to eliminate contingency shall be required
 131 pursuant to Paragraph 5(B) of this Contract. For purposes of execution of this Contract and providing subsequent
 132 notices, including contingency removals, any signed document transmitted by FAX machine shall be treated as an
 133 original document.
 134
 135 B. **BUSINESS DAYS** are defined as Monday through Friday excluding federal holidays.
 136
 137 20. Following execution by the last party, this Contract shall be deemed effective only upon delivery to the other party, as
 138 provided for notices in the preceding paragraph. This document represents the entire agreement and shall be binding
 139 upon the parties, their heirs, successors, and assigns.
 140
 141 21. The following Optional Standard Clauses shall apply only if initialed by all parties.
 142

143 OPTIONAL STANDARD CLAUSES

145 Seller's	Buyer's	(Identify Applicable Clauses And Initial, Complete, And Make Applicable Deletions)
146 Initials	Initials	
147 ___/___	___/___	A. <u>Cancellation of Prior Contract</u> . This Contract is subject to the cancellation of Seller's prior
148		contract by _____.
149 ___/___	___/___	B. <u>Attorney's Approval</u> . This Contract is subject to (Buyer's) (Seller's) attorney's written
150		disapproval of this Contract within five (5) business days of the final acceptance of this Contract.
151		In the absence of notice within the time specified, this provision shall be deemed waived and this
152		Contract shall remain in effect.
153 ___/___	___/___	C. <u>Flood Certification</u> . (For Use With Cash Or Seller Financed Transactions Only.)
154		This Contract is subject to Buyer obtaining within five (5) business days of the acceptance of this
155		Contract, a determination that the premises are not located in a FEMA designated
156		special flood hazard ("A Zone") area or this Contract shall be void.
157 ___/___	___/___	D. <u>Survey Rider</u> is incorporated by reference.
158 ___/___	___/___	E. <u>Agreement for Deed Rider</u> is incorporated by reference.

159 **NOTICE TO PARTIES**

160 **BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT.**
161 **ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO**
162 **ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER, BUYER,**
163 **REAL ESTATE BROKER OR AGENT. THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE HAD**
164 **THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL COUNSEL PRIOR TO THE EXECUTION**
165 **OF THIS AGREEMENT.**

166
167 Dated _____ and to be accepted by _____

168 BUYER: _____

169 BUYER: _____

170 Presented to Seller _____ (date and time) Seller's Initials: ____/____

171

172 Countered: _____, with counteroffer to be accepted by _____

173

174 Date of Final Acceptance & Delivery: _____ **(Insert After All Terms & Conditions Have Been Agreed Upon)**

175

176 SELLER: _____

177

178 SELLER: _____

179

180 **ACKNOWLEDGMENTS**

181 The undersigned acknowledges receipt of the earnest money (Cash/Check/Note)

182

183 ESCROWEE _____