



# VACANT LAND SALES CONTRACT



**THIS CONTRACT IS INTENDED TO BE USED FOR THE SALE OF SUBDIVIDED LOTS OR SMALL PARCELS OF REAL ESTATE ON WHICH THE BUYER INTENDS TO CONSTRUCT A RESIDENCE**

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

2  
3 Buyer(s) \_\_\_\_\_ Seller(s) \_\_\_\_\_  
4 (Please Print) (Please Print)

6 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements  
7 thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the  
8 approximate lot size or acreage of \_\_\_\_\_ commonly known as:

10 \_\_\_\_\_  
11 Address City State Zip County

12 Permanent Index Number(s) of Real Estate: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

13 The Real Estate is vacant and unimproved. The Seller represents and warrants to the Buyer (1) that the Real Estate  
14 is located in the (check one)  city  village of \_\_\_\_\_, or  unincorporated McHenry  
15 County, Illinois; and (2) that the Real Estate (check one):  is  is not served by municipal sewer lines; and (3)  
16 that the Real Estate (check one):  is  is not served by municipal or private utility company water lines.

18 **3. PURCHASE PRICE:** Purchase Price of \$ \_\_\_\_\_

19 shall be paid as follows: Initial earnest money of \$ \_\_\_\_\_ by  (check),  
20  (cash), or  note due on \_\_\_\_\_, 20\_\_\_\_\_, to be increased to a total of  
21 \$ \_\_\_\_\_ by \_\_\_\_\_, 20\_\_\_\_\_. The earnest money  
22 and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual  
23 benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing  
24 by wire transfer of funds, or by certified, cashier's, mortgage lender's or title company's check (provided that  
25 the title company's check is guaranteed by a licensed title insurance company).

27 **4. TERM OF OFFER:** A duplicate original of this contract duly executed by the Seller shall be delivered to the  
28 Buyer within \_\_\_\_\_ days from the offer date below; otherwise, at the Buyer's option, this offer shall become null  
29 and void and the earnest money shall be refunded to the Buyer. Any counter-offer shall have the same number of  
30 days unless otherwise provided in the counter-offer, and if the counter-offer is not accepted within such time, at  
31 the option of the person making the counter-offer, the counter-offer shall become null and void and the earnest  
32 money shall be refunded to the Buyer. Any offer or counteroffer may be withdrawn by the offeror prior to acceptance  
33 of the offer by offeree and delivery to offeror by written revocation delivered to offeree in the same manner as the  
34 original offer or counteroffer.

36 **5. MORTGAGE CONTINGENCY:** Seller [**check one**]  has  has not received a completed Loan Status  
37 Disclosure (see page 10). This Contract is contingent upon Buyer obtaining a firm written mortgage  
38 commitment (except for matters of title and survey or matters totally within Buyer's control) on or before  
39 \_\_\_\_\_, 20\_\_\_\_ for a [**choose one**]  fixed  adjustable; [**choose one**]  conventional  
40  FHA/VA  other \_\_\_\_\_; [**choose one**]  lot acquisition loan OR  lot  
41 acquisition and construction loan of \$ \_\_\_\_\_, or such lesser amount  
42 as Buyer elects to take. The interest rate (initial rate, if applicable) shall not exceed \_\_\_\_\_ % per annum,  
43 amortized over not less than \_\_\_\_\_ years. Buyer shall pay loan origination fee and/or discount points not to  
44 exceed \_\_\_\_\_ % of the loan amount. Buyer shall pay the cost of application, usual and customary  
45 processing fees and Closing costs charged by lender. (If closing cost credit, complete Paragraph 32.) Buyer  
46 shall make written loan application within five (5) Business Days after the Date of Acceptance. **Failure to do**  
47 **so shall constitute an act of default under this Contract. If Buyer, having applied for the loan**

\_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

Address of Real Estate: \_\_\_\_\_

48 specified above, is unable to obtain a loan commitment and serves written notice to Seller within the  
49 time specified, this Contract shall be null and void. If written notice of inability to obtain such loan  
50 commitment is not served within the time specified, Buyer shall be deemed to have waived this  
51 contingency and this Contract shall remain in full force and effect. Unless otherwise provided in  
52 Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing  
53 real estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer  
54 obtains a loan commitment in accordance with the terms of this paragraph even though the loan is  
55 conditioned on the sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and  
56 expense, within thirty (30) days after Buyer's notice, procures for Buyer such commitment or notifies Buyer  
57 that Seller will accept a purchase money mortgage upon the same terms, this Contract shall remain in full  
58 force and effect. In such event, Seller shall notify Buyer within five (5) Business Days after Buyer's notice of  
59 Seller's election to provide or obtain such financing, and Buyer shall furnish to Seller or lender all requested  
60 information and shall sign all papers necessary to obtain the mortgage commitment and to close the loan.  
61

62 **6. CLOSING:** Closing or escrow payout shall be on \_\_\_\_\_, 20\_\_\_\_\_, or  
63 at such time as mutually agreed upon by the Parties in writing. Closing shall take place at the title company  
64 escrow office situated geographically nearest the Real Estate, or as shall be agreed mutually by the Parties.  
65

66 **7. POSSESSION:** Unless otherwise provided in Paragraph 35, Seller shall deliver possession to Buyer at the  
67 time of Closing.  
68

69 **8. SOIL TESTS FOR SEPTIC SYSTEM:** If the Real Estate is not served by municipal sewer, this Contract is  
70 subject to the condition that Buyer is able to obtain within \_\_\_\_\_ days of the Date of Acceptance, at (check one)  
71 \_\_\_\_\_ Buyer's \_\_\_\_\_ Seller's expense, a soil suitability test prepared in accordance with the provisions of the  
72 McHenry County Private Sewage Treatment and Disposal Ordinance or any applicable local ordinance, that  
73 demonstrates and is so certified in writing by the McHenry County Health Department, or any applicable local  
74 municipality that a conventional septic system for a \_\_\_\_\_ bedroom residence may be constructed in that area of  
75 the Real Estate that Buyer designates as a suitable building site. (If the soil suitability test is at Seller's expense,  
76 Seller's costs shall not exceed \$\_\_\_\_\_, and Buyer shall pay any expense over said amount.) If the McHenry  
77 County Health Department or any applicable local municipality, determines that a conventional septic system  
78 cannot be used at the Buyer's designated building site, or that a conventional septic system would require a septic  
79 field of more than 480 square feet per bedroom, or that the site would require an alternative system, or that the site  
80 would require dewatering measures, or that the site would require special engineering to accommodate critical soil  
81 conditions, or that the site would require extraneous measures such as curtain drains or soil importation, then Buyer  
82 may terminate this Contract on written notice to Seller. If Buyer does not serve written notice within the time  
83 specified herein, this provision shall be deemed waived by all parties and this Contract shall continue in full force  
84 and effect. (Strike section if inapplicable.)  
85

86 **9. BUILDABLE SITE:** This Contract is subject to the condition that the Buyer is able to determine within \_\_\_\_\_  
87 days of the Date of Acceptance that the Real Estate is a buildable site under the laws of the County of McHenry  
88 and any municipality in which the Real Estate is located. The term "buildable site" means that the Real Estate is of  
89 sufficient size, has sufficient road frontage, is not an illegal non-conforming use, is not a wetland, has access to utility  
90 lines satisfactory to Buyer, and has appropriate zoning so that a building permit will be issued by the appropriate  
91 governmental unit on request for the type of building contemplated by the Buyer. If the Buyer determines from  
92 information provided by the appropriate county or municipal building department and/or health department that the  
93 Real Estate is not a buildable site, then Buyer may terminate this Contract on written notice to Seller. If Buyer does  
94 not serve written notice within the time specified herein, this provision shall be deemed waived by all parties and  
95 this Contract shall continue in full force and effect.  
96

97 **10. FOUNDATION/BUILDING RESTRICTIONS:** This Contract is subject to the condition that the Buyer is able  
98 to determine within \_\_\_\_\_ days of the Date of Acceptance that there is soil in the building site location designated  
99 by the Buyer that is capable of supporting a standard spread footing foundation customarily employed in residential  
100 construction, that the Buyer's designated building site and proposed septic system location are not in a flood  
101 hazard area, that a basement may be constructed without dewatering measures other than sump pumps and/or  
102 drain tiles, and that the zoning and building laws, building lines, use and occupancy restrictions and the covenants,  
103 conditions, restrictions and easements of record, and utility locations will permit the construction of a building and use  
104 of the Real Estate contemplated by the Buyer. Buyer has the right to enter the Real Estate and make such test  
105 borings as he deems necessary, but Buyer shall restore the Real Estate to its original condition. If the Buyer

\_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

Address of Real Estate: \_\_\_\_\_

determines that the Real Estate will not permit the construction of a building and use of the Real Estate as contemplated by the Buyer for the reasons set forth in this paragraph, then Buyer may terminate this Contract on written notice to Seller. If Buyer does not serve written notice within the time specified herein, this provision shall be deemed waived by all parties and this Contract shall continue in full force and effect.

**11. FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area which requires Buyer to carry flood insurance on Buyer's intended improvements or prevents the Buyer from erecting or constructing the intended improvements on Buyer's designated building site. **If written notice of the option to declare this Contract null and void is not given to Seller within five (5) Business Days after the date of delivery of the survey report or within the term specified in Paragraph 8, 9, or 10 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**

**12. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants, Special Service Area tax for the year of Closing only, utilities, water and sewer, and homeowner association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller represents that as of the Date of Acceptance Homeowner Association fees are \$\_\_\_\_\_ per\_\_\_\_\_. Seller agrees to pay prior to or at Closing any special assessments (governmental or association) confirmed prior to Date of Acceptance. The general Real Estate taxes shall be prorated as of the date of Closing based on \_\_\_\_\_ % of the most recent ascertainable full year tax bill. If the subject Real Estate has not been taxed as a separate parcel, the initial proration shall be based upon the tax assessor's latest valuations and the latest known tax rate and the most recent multiplier. All prorations shall be final as of Closing, except that, if the proration based upon the actual tax bill differs by more than \$200.00 from the proration used at Closing, the parties agree to reprorate the tax credit given to Buyer at Closing as set forth in the closing statement, based on the actual amount contained in the final real estate tax bill or bills, and any sums owing a party based on such reproration shall be paid within fourteen (14) Business Days following receipt of the reproration calculation.

**13. ATTORNEY REVIEW:** The respective attorneys for the Parties may approve, disapprove, or make modifications to this Contract, other than stated Purchase Price, within five (5) Business Days after the Date of Acceptance. Disapproval or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of disapproval or proposed modification(s) by any Party shall be in writing. **If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to the expiration of ten (10) Business Days after Date of Acceptance, written agreement is not reached by the Parties with respect to resolution of proposed modifications, then this Contract shall be null and void.**

**14. PROFESSIONAL REPORTS AND INSPECTIONS:** Seller shall, within three (3) Business Days of Date of Acceptance, provide Buyer with originals or copies of any inspection reports and/or surveys within Seller's possession or control concerning the Real Estate, including but not limited to Environmental Assessments, soil suitability reports, soil bearing analyses, and topographical or other surveys, and of plats, declarations, covenants, bylaws, and rules or regulations affecting the Real Estate. In the event this contract is terminated, all such documentation shall be returned to the Seller within three (3) Business Days. If any covenant, condition, restriction, or bylaw or rule or regulation affecting the Real Estate is not satisfactory to Buyer, Buyer may terminate this Contract by written notice served upon Seller in the manner and within the time hereinafter specified in this paragraph. Buyer may secure at Buyer's expense (unless otherwise provided by governmental regulations) such professional inspections of the Real Estate as Buyer may desire in order to determine its suitability for Buyer's intended use. Buyer shall serve written notice upon Seller or Seller's attorney of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the pertinent page(s) of the report(s) within ten (10) Business Days after Date of Acceptance. **If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to the expiration of fifteen (15) Business Days after Date of Acceptance, written agreement is not reached by the Parties with respect to resolution of inspection issues, then this Contract shall be null and void.** Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts or negligence of Buyer or any person performing any inspection(s).

\_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

Address of Real Estate: \_\_\_\_\_

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

171 **16. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within  
172 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title  
173 commitment for an ALTA title insurance policy in the amount of the Purchase Price by a title company licensed  
174 to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance of this Contract, subject  
175 only to items listed in Paragraph 15. The commitment for title insurance furnished by Seller will be conclusive  
176 evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the  
177 title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments or other  
178 survey defects as defined in paragraph 17 which are not acceptable to Buyer, then Seller shall have said  
179 exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that  
180 may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or  
181 title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the  
182 Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing  
183 an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance  
184 of an ALTA Insurance Policy.

186 **17. PLAT OF SURVEY:** Seller shall, at Seller's expense, furnish to Buyer or his attorney a Plat of Survey,  
187 certified not more than 6 months prior to the date of Closing specified herein, prepared by an Illinois Professional  
188 Land Surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set  
189 back lines of record, fences, all buildings and other improvements on the Real Estate and distances therefrom to  
190 the nearest two lot lines and linear measurements along all lot lines and angular measurements at all changes in  
191 direction along lot lines noting the recorded measurements and the actual measurement when a discrepancy is  
192 found. Encroachments of buildings or other improvements, violation of lot and building lines, and encroachments  
193 over recorded easements and improvements in a special flood hazard area are survey defects. The survey shall  
194 be ordered within seven (7) Business Days from the Acceptance Date and delivered to the Buyer or Buyer's  
195 Attorney within three (3) Business Days of receipt, and receipt of the survey is a condition precedent to Buyer's  
196 obligation to close. The survey shall include a flood hazard report. The survey to be provided shall be a  
197 boundary survey conforming to the current requirements of the appropriate state regulatory authority. The survey  
198 shall show all corners staked, flagged, or otherwise monumented. The survey shall have the following statement  
199 prominently appearing near the professional land surveyor seal and signature: "This professional service  
200 conforms to the current Illinois minimum standards for a boundary survey". A Mortgage Inspection, as defined, is  
201 not a boundary survey, and is not acceptable.

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

211 **19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall  
212 be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then  
213 Buyer shall have the option of either terminating this Contract (and receiving a full refund of earnest money) or  
214 accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or  
215 any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to  
216 Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements or  
217 planted vegetation. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be  
218 applicable to this Contract, except as modified in this paragraph.

219

\_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

Address of Real Estate: \_\_\_\_\_

220 **20. SELLER REPRESENTATIONS:** Seller represents that Seller has not received written notice from any  
221 Governmental body or Homeowner Association regarding (a) zoning, building, fire or health code violations that  
222 have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain  
223 proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real  
224 Estate, except for an inactive or "Backup" Special Service Area which do not currently collect any funds. Seller  
225 represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

226 1. There **[check one]**  is  is not a proposed or pending unconfirmed special assessment affecting the  
227 Real Estate not payable by Seller after date of Closing.

228 2. The Real Estate **[check one]**  is  is not located within a Special Service Area, payments for which  
229 will not be the obligation of Seller after date of Closing.

230 **If any of the representations contained herein regarding non-Homeowner Association special assessment**  
231 **or Special Service Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract**  
232 **null and void. If written notice of the option to declare this Contract null and void is not given to Seller**  
233 **within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 4**  
234 **(whichever is later), Buyer shall be deemed to have waived such option and this Contract shall remain in**  
235 **full force and effect.** Seller further represents that Seller has no knowledge of boundary line disputes,  
236 easements or claims of easement not shown by the public records, any hazardous waste on the Real Estate or  
237 any improvements for which the required permits were not obtained. Seller represents that there have been no  
238 improvements to the Real Estate which are not either included in full in the determination of the most recent real  
239 estate tax assessment.

240  
241 **21. GOVERNMENTAL COMPLIANCE:** Parties agree to comply with the reporting requirements of the  
242 applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as  
243 amended.

244  
245 **22. FLOOD INSURANCE:** Buyer shall obtain flood insurance if required by Buyer's lender.

246  
247 **23. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and  
248 finalizing this Contract.

249  
250 **24. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this  
251 Contract may be terminated by either Party, the following shall be deemed incorporated: "and earnest money  
252 refunded to Buyer upon written direction of the Parties to Escrowee or upon entry of an order by a court of  
253 competent jurisdiction".

254  
255 **25. NOTICE:** All Notices, except as provided otherwise in Paragraph 30(C)(2), shall be in writing and shall be  
256 served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall  
257 be sufficient Notice to all. Notice shall be given in the following manner:

258 (a) By personal delivery of such Notice; or

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

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

266 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission,  
267 provided that the Notice transmitted shall be sent during Business Hours, and provided further that the  
268 recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail,  
269 facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during  
270 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after  
271 transmission; or

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

274  
275 **26. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal  
276 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

277

\_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

Address of Real Estate: \_\_\_\_\_

278 **27. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the  
279 Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be  
280 entitled to collect reasonable attorney fees and costs from the non-Prevailing Party as ordered by a court of  
281 competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided  
282 written agreement from Seller and Buyer or their respective attorney. Absent an agreement relative to the  
283 disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of  
284 the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the  
285 earnest money for all costs, including reasonable attorney fees, related to the filing of the interpleader action.  
286 Seller and Buyer shall indemnify and hold Escrowee harmless from any and all conflicting claims and demands  
287 arising under this paragraph.  
288

289 **28. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to,  
290 the Attorney Review and Professional Inspection paragraphs, shall be governed by the laws of the State of  
291 Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.  
292

293 **29. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use  
294 and initialed by the Parties which are contained on the succeeding pages and the following attachments, if  
295 any: \_\_\_\_\_  
296

297 **THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**

298 \_\_\_\_\_ **30. SALE OF BUYER'S REAL ESTATE:**

299 Initials

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

301 (1) Buyer owns real estate commonly known as (address):  
302 \_\_\_\_\_

303 (2) Buyer **[check one]**  has  has not entered into a contract to sell said real estate. If Buyer has entered  
304 into a contract to sell said real estate, that contract:

305 (a) **[check one]**  is  is not subject to a mortgage contingency.

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

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

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

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

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

314 For information only: Broker: \_\_\_\_\_

315 Broker's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

318 (1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate  
319 that is in full force and effect as of \_\_\_\_\_, 20\_\_\_\_. Such contract shall provide for a  
320 closing date not later than the Closing Date set forth in this Contract. **If written notice is served on or**  
321 **before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of**  
322 **Buyer's real estate, this Contract shall be null and void. If written notice that Buyer has not procured a**  
323 **contract for the sale of Buyer's real estate is not served on or before the close of business on the date**  
324 **set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in**  
325 **this Paragraph 30, and this Contract shall remain in full force and effect.** (If this paragraph is used, then  
326 the following paragraph must be completed.)

327 (2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph  
328 30 (B) (1) and that contract is in full force and effect, or has entered into a contract for sale of Buyer's real  
329 estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of  
330 Buyer's real estate on or before \_\_\_\_\_, 20\_\_\_\_. **If written notice that Buyer has**  
331 **not closed the sale of Buyer's real estate is served before the close of business on the next Business**  
332 **Day after the date set forth in the preceding sentence, this Contract shall be null and void. If written**  
333 **notice is not served as described in the preceding sentence, Buyer shall be deemed to have waived**

\_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

Address of Real Estate: \_\_\_\_\_

334 all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and  
335 effect.

336 (3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in  
337 Paragraph 30 (B) (1) (or after the date of this Contract if no date is set forth in Paragraph 30 (B) (1)), Buyer  
338 shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as**  
339 **part of said notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 (D), this**  
340 **Contract shall be null and void as of the date of notice. If written notice as required by this**  
341 **subparagraph is not served within the time specified, Buyer shall be in default under the terms of this**  
342 **Contract.**

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

345 (1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed in  
346 subparagraph (B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have  
347 \_\_\_\_\_ hours after Seller gives such notice to waive the contingencies set forth in Paragraph 30 (B),  
348 subject to Paragraph 30 (D).

349 (2) **Seller's notice to Buyer (commonly referred to as a "kick-out" notice) shall be served on Buyer,**  
350 **not Buyer's attorney or Buyer's real estate agent.** Courtesy copies of such "kick-out" notice should be sent  
351 to Buyer's attorney and real estate agent, if known. Failure to provide such courtesy copies shall not render  
352 notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient notice to all Buyers. Notice for  
353 the purpose of this subparagraph only shall be served upon Buyer in the following manner:

- 354 (a) By personal delivery of such notice effective at the time and date of personal delivery; or  
355 (b) By mailing of such notice to the addresses recited herein for Buyer by regular mail and by certified  
356 mail. Notice served by regular mail and certified mail shall be effective at 10:00 A.M. on the morning of  
357 the second day following deposit of notice in U.S. Mail; or  
358 (c) By commercial overnight delivery (e.g., FedEx). Such notice shall be effective upon delivery or at 4:00  
359 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company,  
360 whichever first occurs.

361 (3) If Buyer complies with the provisions of Paragraph 30 (D) then this Contract shall remain in full force and  
362 effect.

363 (4) If the contingencies set forth in Paragraph 30 (B) are NOT waived in writing within said time period by  
364 Buyer, this Contract shall be null and void.

365 (5) Except as provided in subsections to subparagraph (C) (2) above, all notices shall be made in the manner  
366 provided by Paragraph 25 of this Contract.

367 (6) Buyer waives any ethical objection to the delivery of notice under this paragraph by Seller's attorney or  
368 representative.

369 **(D) WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies  
370 in Paragraph 30 (B) when Buyer has delivered written waiver and deposited with the Escrowee the additional sum  
371 of \$ \_\_\_\_\_ earnest money within the time specified. **If Buyer fails to deposit the additional**  
372 **earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be**  
373 **null and void.**

374 **(E) BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations  
375 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

376  
377 \_\_\_\_\_ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party  
378 has entered into a prior real estate contract this Contract shall be subject to written cancellation of the prior  
379 contract on or before \_\_\_\_\_, 20\_\_\_\_. In the event the prior contract is not cancelled within the  
380 time specified, **this Contract shall be null and void and earnest money refunded to Buyer upon written**  
381 **direction of the Parties to Escrowee. Notice to the purchaser under the prior contract should not be**  
382 **served until after Attorney Review and Professional Inspections provisions of this Contract have expired,**  
383 **been satisfied or waived.**

384  
385 \_\_\_\_\_ **32. CLOSING COST CREDIT:** Provided Buyer's lender permits such credit to show on  
386 the HUD-1 Settlement Statement, **and if not, such lesser amount as the lender permits,** Seller agrees to credit  
387 to Buyer \$ \_\_\_\_\_ at closing. If the Parties are unable to reach agreement on the mode of  
388 adjusting the difference between the amount allowed by the lender and the full credit specified herein, either party  
389 may declare this Contract null and void.  
390

\_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

Address of Real Estate: \_\_\_\_\_

391 \_\_\_\_\_ **33. INTEREST BEARING ACCOUNT:** If the Earnest Money deposit is \$10,000.00 or  
392 more, the earnest money (with a completed W-9 and any other required forms), shall be held in a federally  
393 insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the  
394 earnest money shall accrue to the benefit of and be paid to Buyer. **The Buyer shall be responsible for any**  
395 **administrative fee (not to exceed \$100) charged for setting up the account.** In anticipation of Closing, the  
396 Parties direct Escrowee to close the account no sooner than ten (10) Business Days prior to the anticipated  
397 Closing date.

398 \_\_\_\_\_  
399 **34. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written  
400 commitment for interim financing on or before \_\_\_\_\_, 20\_\_\_\_ in the amount of  
401 \$\_\_\_\_\_. **If Buyer is unable to secure the interim financing commitment and gives**  
402 **written notice to Seller within the time specified, this Contract shall be null and void. If written notice is**  
403 **not served within the time specified, this provision shall be deemed waived by the Parties and this**  
404 **Contract shall remain in full force and effect.**

405 \_\_\_\_\_  
406 **35. POST-CLOSING POSSESSION:** Possession shall be delivered no later than 11:59  
407 P.M. on the date that is \_\_\_\_\_ days after the date of Closing ("the Possession Date"). Seller shall be responsible  
408 for all utilities, contents and liability insurance, and property maintenance expenses until delivery of possession.  
409 Seller shall deposit in escrow at Closing with \_\_\_\_\_, **[choose one]**  one percent  
410 (1%) of the Purchase Price or  the sum of \$ \_\_\_\_\_ to be paid by Escrowee as follows: a) The sum of \$  
411 \_\_\_\_\_ per day for use and occupancy from and including the day after Closing to and including the day of  
412 delivery of possession, if on or before the Possession Date; b) The amount per day equal to five (5) times the  
413 daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that  
414 Seller remains in possession of the Real Estate; and c) The balance, if any, to Seller after delivery of possession.  
415 Seller's liability under this paragraph shall not be limited to the amount of the possession escrow deposit referred  
416 to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

417 \_\_\_\_\_  
418 **36. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously  
419 consented to \_\_\_\_\_ (Licensee) acting as a Dual Agent in providing  
420 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the  
421 transaction referred to in this Contract.

422 \_\_\_\_\_  
423 **37. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of  
424 the Real Estate by \_\_\_\_\_,  
425 Buyer's specified party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's specified  
426 party does not approve of the Real Estate and written notice is given to Seller within the time specified, **this**  
427 **Contract shall be null and void. If written notice is not served within the time specified, this provision**  
428 **shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**

429 \_\_\_\_\_  
430 **38. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent  
431 upon the Parties entering into a separate written agreement consistent with the terms and conditions set forth  
432 herein, and with such additional terms as either Party may deem necessary, providing for one or more of the  
433 following: **(check applicable box(es))**

- 434  Assumption of Seller's Mortgage  Commercial/Investment/Section 1031 (Starker) Exchange  
435  Articles Of Agreement for Deed or Purchase Money Mortgage

436  
437 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES**  
438 **AND DELIVERED**

439 \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_  
440 Date of Offer **DATE OF ACCEPTANCE**

441 \_\_\_\_\_  
442 Buyer Signature Seller Signature

443 \_\_\_\_\_  
444 Buyer Signature Seller Signature

445 \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

446 Address of Real Estate: \_\_\_\_\_

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_____ Print Buyer(s) Name(s)			_____ Print Seller(s) Name(s)		
_____ Address			_____ Address		
_____ City	_____ State	_____ Zip	_____ City	_____ State	_____ Zip
_____ Phone Number(s)		_____ Email	_____ Phone Number(s)		_____ Email

**FOR INFORMATION ONLY**

_____ Selling Office			_____ MLS #	_____ Listing Office			_____ MLS #			
_____ Selling Agent		_____ MLS #	_____ Email	_____ Listing Agent		_____ MLS #	_____ Email			
_____ Address	_____ City	_____ ST	_____ Zip	_____ Address	_____ City	_____ ST	_____ Zip			
_____ Phone		_____ Fax		_____ Phone		_____ Fax				
_____ Buyer's Attorney			_____ Email	_____ Seller's Attorney			_____ Email			
_____ Address				_____ Address						
_____ Phone			_____ Fax		_____ Phone			_____ Fax		
_____ Mortgage Company			_____ Phone			_____ Homeowners'/Condo Association (if any)			_____ Phone	
_____ Loan Officer		_____ Phone	_____ Fax		_____ Management Co. or Other Contact			_____ Phone		

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**Seller Rejection:** This offer was presented to Seller on \_\_\_\_\_ 20\_\_ at \_\_\_\_:\_\_\_\_ AM/PM  
and rejected on \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_ AM/PM: \_\_\_\_\_  
Seller Initials Seller Initials

\_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

Address of Real Estate: \_\_\_\_\_

**Loan Status Disclosure**

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Borrowers/Buyers Name(s): \_\_\_\_\_

Current Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Street address City or Town State Zip code

Purchase Price dollar amount prequalified, pre-approved, or approved for: \$ \_\_\_\_\_,

Loan Amount \$ \_\_\_\_\_ with a total monthly payment not to exceed \$ \_\_\_\_\_.

The current status of prequalification or application status of the borrowers/buyers is:

**Prequalification, WITHOUT credit review\*:**

The borrowers/buyers listed on this form have **INQUIRED** with our firm about financing to purchase a home and the documentation they provided regarding income and down payment has been reviewed by the loan originator listed below. It is the opinion of said loan originator that the borrowers/buyers should/would qualify for the terms listed in the attached letter.

**Prequalification, WITH credit review\*:**

The borrowers/buyers listed on this form have **INQUIRED** with our firm about financing to purchase a home and the documentation of income, down payment **and credit report** have been reviewed by the loan originator listed below. After careful review, it is the opinion of said loan originator that the borrowers/buyers should/would qualify for the terms listed in the attached letter.

This Prequalification is  **WITH** or  **WITHOUT** Automated Underwriting approval.

**Pre-Approval\*:**

The borrowers/buyers have **APPLIED** with our firm for a mortgage loan to purchase a home and the loan application has been approved by an Automated Underwriting System issued or accepted by FNMA, FHLMC, HUD or Nationally recognized purchaser/pooler of mortgage loans, and a conditional commitment has been issued. See attached commitment.

**Approval\*:**

The borrowers/buyers have **APPLIED** with our firm for a mortgage loan to purchase a home and the loan application has been reviewed by the actual lender's underwriter and conditional commitment has been issued. See attached commitment.

\*Please note that nothing contained herein constitutes a loan commitment or guarantee of financing and is used for disclosure purposes only. See actual commitment letter for specific conditions/requirements of the lender. All approvals are subject to satisfactory appraisal, title, and no material change to borrower(s) financial status.

Information on mortgage company issuing the prequalification, pre-approval or approval:

Originating Company's Name: \_\_\_\_\_

Company Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street address City or Town State Zip Code

Company Phone:(\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_) \_\_\_\_\_

Loan Originator's name: \_\_\_\_\_ Date: \_\_\_\_\_

Loan Originator's signature: \_\_\_\_\_

**(Use Recommended by: IAMB; IAR; and IRELA 10/25/02)**

\_\_\_\_\_ Buyer Initial \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial

Address of Real Estate: \_\_\_\_\_