



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) \_\_\_\_\_

3 Seller(s) (Please Print) \_\_\_\_\_

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 \_\_\_\_\_  
9 Address City State Zip

10 \_\_\_\_\_  
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  Refrigerator  Central Air Conditioning  Central Humidifier  Light Fixtures, as they exist
- 20  Oven/Range/Stove  Window Air Conditioners  Water Softener (owned)  Built-in or Attached Shelving
- 21  Microwave  Ceiling Fan(s)  Sump Pumps  All Window Treatments & Hardware
- 22  Dishwasher  Intercom System  Electronic or Media Air Filter  Existing Storms & Screens
- 23  Garbage Disposal  TV Antenna System  Central Vac & Equipment  Fireplace Screens/Doors/Grates
- 24  Trash Compactor  Satellite Dish  Security Systems (owned)  Fireplace Gas Logs
- 25  Washer  Outdoor Shed  Garage Door Openers  Invisible Fence System, Collars & Box
- 26  Dryer  Planted Vegetation  with all Transmitters  Smoke Detectors
- 27  Attached Gas Grill  Outdoor Playsets  All Tacked Down Carpeting  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 \$\_\_\_\_\_ shall be paid as follows: Initial earnest money  
36 of \$\_\_\_\_\_ 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 \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address \_\_\_\_\_ v5.0e

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 \_\_\_\_\_, 20\_\_\_\_ 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 _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0e

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 _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0e

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 _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0e

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 _____	Buyer Initial _____	Seller Initial _____	Seller Initial _____
Address _____			v5.0e

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

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

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

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

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

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

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

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

284 (a) By personal delivery; or

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

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

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

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

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

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

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

Address \_\_\_\_\_ v5.0



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

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

358 (1) If Seller accepts another bona fide offer to purchase the Real Estate while the contingencies expressed  
359 in Paragraph 31(B) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have  
360 \_\_\_\_\_ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph  
361 31(B), subject to Paragraph 31(D).

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

368 (a) By personal delivery effective at the time and date of personal delivery; or

369 (b) By mailing to the addresses recited herein for Buyer by regular mail and by certified mail. Notice  
370 shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in  
371 the U.S. Mail; or

372 (c) By commercial overnight delivery (e.g., FedEx). Notice shall be effective upon delivery or at 4:00  
373 P.M. Chicago time on the next delivery day following deposit with the overnight delivery  
374 company, whichever first occurs.

375 (3) If Buyer complies with the provisions of Paragraph 31(D) then this Contract shall remain in full force  
376 and effect.

377 (4) If the contingencies set forth in Paragraph 31(B) are NOT waived in writing within said time period  
378 by Buyer, this Contract shall be null and void.

379 (5) Except as provided in Paragraph 31(C)(2) above, all Notices shall be made in the manner provided by  
380 Paragraph 27 of this Contract.

381 (6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney  
382 or representative.

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

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

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

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

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

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  Articles of Agreement for Deed or  Assumption of Seller’s Mortgage  Commercial/Investment  
477 Purchase Money Mortgage  Cooperative Apartment  New Construction  
478  Short Sale  Tax-Deferred Exchange  Vacant Land

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

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

497 **FOR INFORMATION ONLY**

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

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515 **any portion thereof is prohibited.** Official form available at [www.irela.org](http://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 \_\_\_\_\_ Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address \_\_\_\_\_ v5.0

## Loan Status Disclosure Recommended Form - To Be Completed By Loan Officer

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

Current Address: \_\_\_\_\_  
Street Address

City or Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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: Illinois Association of Mortgage Professionals;  
Illinois Association of REALTORS® and Illinois Real Estate Lawyers Association