



MAP MULTIPLE LISTING SERVICE CONTRACT TO PURCHASE REAL ESTATE



1 **1. PARTIES:** Purchaser _____ agrees to purchase, and
 2 Seller, _____ agrees to sell and cause to be conveyed by appropriate
 3 deed to Purchaser, the property commonly known as _____
 4 and any deeded or assigned parking space(s)/garage.

5 **2. PURCHASE PRICE:** The purchase price is \$ _____. The payment of the purchase price, including earnest money,
 6 subject to applicable prorations will be paid in cash, cashiers or certified check, or title company check, or mutually agreeable negotiable instrument.

7 **3. EARNEST MONEY:** The Purchaser has paid earnest money in the amount of \$ _____ and promises to pay additional earnest
 8 money of \$ _____ on or before _____, 20_____. The earnest money and the original of this Contract
 9 will be held by the Listing Broker as Escrowee in a non-interest bearing account unless otherwise directed by Purchaser and Seller in writing. In the
 10 event of a written escrow agreement, the Purchaser(s) shall be responsible for any bank service fees incurred in setting up any interest bearing account.
 11 Escrow agent fee, if any, shall be divided equally between Seller(s) and Purchaser(s) and shall not exceed \$100 unless otherwise agreed.

12 **REAL & PERSONAL PROPERTY INCLUSIONS:** A Bill of Sale is to be given at the closing for all items of personal property:
 13 (Preceding each item listed, indicate inclusions by inserting an "X" and indicate items not included by inserting "NA")

- | | | |
|------------------------------------|---|--|
| 14 _____ Trash Compactor | _____ Refrigerator | _____ Dishwasher |
| 15 _____ Disposal | _____ Stove | _____ Built-in Oven/Range |
| 16 _____ Microwave Oven | _____ Washer | _____ Dryer |
| 17 _____ Freezer | _____ Intercom | _____ Ceiling Fan(s) |
| 18 _____ Water Softener, if owned | _____ Security System | _____ Curtain & Drapery Rods |
| 19 _____ Sump Pump(s) | _____ Smoke Alarm(s) | _____ Electric, Plumbing & other attached fixtures |
| 20 _____ Electric Air Filter | _____ TV Antenna | _____ Central Vacuum |
| 21 _____ Fireplace Doors/Equipment | _____ Wall-to-Wall & Stair Carpeting, if any | _____ Built-in or Attached Shelving & Cabinets |
| 22 _____ Humidifier | _____ Central Heating System | _____ Central Cooling System |
| 23 _____ Storms/Screens AE | _____ Storage Building | _____ All Planted Vegetation |
| 24 _____ Gas Grill | _____ Electric Garage Door Openers(s)&Transmitter(s) | |
| 25 _____ | _____ All Window Treatments & Coverings, except _____ | |

26 Other Additions: _____ Exclusions: _____

27 **5. SALE OF EXISTING REAL ESTATE:** (If not applicable strike out any part or entire paragraph or insert "NA" in any blank spaces)

28 (I) This Contract is contingent upon receiving written notice of the occurrence of the following:

- 29 _____ A. Execution of a contract for sale of the Purchaser's residence at _____
 30 on or before _____, 20 _____; and/or
 31 _____ B. Closing of the sale of the Purchaser's residence at _____
 32 on or before _____, 20 _____.

33 (II) If the above contingencies have not been met or waived by the Purchaser on or before the specified date, the Contract will become null and void and
 34 all earnest money returned to the Purchaser. (III) The parties agree that the Seller's property will remain on the market during the term of each
 35 contingency period and any period allowed for attorneys' review of this Contract. (IV) In the event Seller accepts another bonafide offer to purchase the
 36 subject premises during such period, Seller will notify Purchaser of same upon attorney's approval of said contract. Purchaser will then have _____
 37 hours after Seller gives such notice to waive the above contingencies. If Purchaser does not so waive these contingencies, then this Contract will
 38 become null and void, and all earnest money will be returned to the Purchaser.

39 **6. FINANCING:** This Contract is subject to the condition that Purchaser be able to procure on or before _____, 20 _____
 40 an unconditional (except for matters of title or survey) commitment for a _____
 41 type loan to be secured by a mortgage on the real estate in the amount of \$ _____, or such lesser amount as Purchaser
 42 accepts, with initial interest of not more than _____% per year plus mortgage insurance, if required, to be amortized over _____
 43 years, with the loan origination and/or service charges to be paid by Purchaser for such loan not to exceed _____% (including VA
 44 funding fees, or FHA origination fee, if any). Purchaser shall make written loan application within five (5) business days after acceptance of this
 45 Contract. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller
 46 in writing thereof within three (3) business days after above date, at Purchaser's option, this Contract will become null and void, and all earnest money
 47 will be returned to Purchaser. (IF SELLER IS NOT SO NOTIFIED BY PURCHASER, PURCHASER SHALL BE DEEMED TO HAVE SECURED SUCH
 48 COMMITMENT OR AGREED TO PURCHASE THE PROPERTY WITHOUT SUCH MORTGAGE FINANCING.)

49 Upon Seller receiving notice, however, Purchaser cannot void this Contract, if within seven (7) calendar days after receipt of Purchaser's notice:
 50 (A) Seller grants extension of mortgage commitment date or (B) Seller notifies Purchaser of their intent to procure for Purchaser such commitment upon
 51 the same terms. Purchaser agrees to furnish to Seller and Lender all requested information and will sign all papers necessary to obtain the mortgage
 52 commitment and close the loan.

53 Upon paragraph 5(I) A and/or B being deleted from this Contract or subsequently waived by Purchaser, Purchaser also waives his/her right to
 54 cancel this Contract upon receiving a conditional commitment subject to the sale or closing of their residence.

Seller(s) Initials _____ Buyer(s) Initials _____

55 **7. FINANCING CONCESSIONS AGREEMENT:** (If not applicable strike out entire paragraph or insert "NA" in any blank spaces)
56 Seller agrees to pay Purchaser's Mortgage Lender, an amount equal to, but not greater than _____% of the Purchaser's mortgage loan or a
57 flat fee of \$_____ to be applied to, but not limited to, Purchaser's service charges, origination fees(if permitted by Government authority),
58 loan discount, title expenses, or any other non re-occurring lender charges to Purchaser as itemized on HUD 1 Closing Statement, such seller
59 concession shall also include any fees outlined in Paragraph 21. In the event of an excess amount of the detailed fees on HUD 1 of the concession
60 amount agreed, such excess shall be credited to the buyer unless prohibited by Government regulations. Purchaser agrees to pay their lender any loan
61 discount required in excess of the amount agreed to herein by Seller not to exceed _____% of Purchaser's mortgage loan.

62 **8. FHA FINANCING-AMENDATORY CLAUSE:** (If not applicable strike out entire paragraph or insert "NA" in any blank spaces):
63 It is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the
64 property described herein or to incur any penalty for forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in
65 accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct
66 Endorsement lender setting forth the appraised value of the property or not less than \$_____ (insert purchase price). The Purchaser
67 shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The
68 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not
69 warrant the value nor the condition of the property. The Purchaser should satisfy himself/herself that the price and condition are acceptable.

70 **9. VA/FINANCING-CRV CLAUSE:** (If not applicable strike out entire paragraph or insert "NA" in any blank spaces)
71 It is agreed by and between the Parties hereto as follows: notwithstanding any other provisions of the Contract, the Purchaser shall not incur any penalty
72 by forfeiture of earnest money or otherwise or to be obligated to complete the purchase of the property described herein, if the Contract purchase price or
73 cost exceeds the reasonable value of the property established by the Veteran's Administration. The Purchaser shall, however, have the option of
74 proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Veteran's Administration.

75 **10. FHA/VA FINANCING CERTIFICATIONS AND ACKNOWLEDGEMENTS:** (If not applicable strike out entire paragraph or insert "NA" in any blank
76 spaces) The Seller, Borrower and the Selling Real Estate Agent or Broker involved in this sales transaction each certify that the terms and
77 conditions of the sales contract are true to the best of their knowledge and belief, and that any other agreement entered into by any of the parties in
78 connection with the transaction is part of, or attached to, the sales contract.

79 Seller shall have the option of canceling this Contract in the event that the CRV or the Government Authority having jurisdiction over the subject
80 premises requires improvements and/or repairs being made to the subject premises in excess of \$_____.
81 Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy to influence the issuance
82 of any guaranty or insurance by the VA Administrator, the U.S.D.A. FmHa Administrator, the HUD/FHA Commissioner or the HUD/CPD Assistant
83 Secretary.

84 **11. TIME AND PLACE OF CLOSING:** (A) Closing or escrow payout will be on _____, 20_____ at such time as mutually
85 agreed. Seller will convey by stamped recordable warranty deed (or other appropriate deed if title is vested in trust or in an estate) with release of
86 homestead rights upon payment of the purchase price with appropriate credits for earnest money and other proratable items. (B) This sale will be closed
87 at the Title Company escrow closing office issuing the owner's title policy situated geographically nearest the property, or the office of the Seller's
88 attorney.

89 **12. POSSESSION:** (check one or insert NA in blank spaces)
90 _____ Possession will be delivered no later than at closing.
91 _____ Possession will be delivered before 11:59p.m. on _____, 20_____. Seller agrees to pay at closing the sum of
92 \$_____ per day to the Purchaser as rent from and including the day after closing to and including the actual date of possession. Seller will
93 deposit in escrow, at closing from the proceeds by separate check, the sum of two percent (2%) of the sale price to guarantee that possession of the
94 property will be delivered to Purchaser on or before the date and time specified in the Contract. If possession is so delivered, the escrow funds will be
95 paid to the Seller. If possession is not so delivered, Escrowee will pay to the Purchaser from the escrow funds the sum of 1/15th of the deposit per day
96 for each day possession is withheld from Purchaser after such specified date and time, and will pay the balance of the escrow fund, if any, to the Seller.
97 In the event that possession is not delivered to Purchaser within fifteen (15) days of the date specified herein, Seller shall continue to be liable to
98 Purchaser for a sum of money equal to 1/15th of the possession escrow sum specified herein for each day possession is so withheld from Purchaser,
99 without prejudice to any other rights or remedies to Purchaser. The possession escrow shall also guarantee condition of the property through the date
100 the possession is given.

101 For purpose of this Contract, possession shall be deemed to have been delivered when the Seller has vacated the premises and delivered the keys
102 to the premises to the Purchaser or to the office of the Listing Broker.

103 **13. PRORATIONS:** (A) Real estate taxes based upon _____% of the most recent real estate yearly tax bill, rents, association dues, accrued
104 interest on mortgage indebtedness for mortgages, which are being assumed, and other proratable items will be prorated to the date of the actual closing.
105 If the current real estate taxes are based on the fact that the Seller qualified for a Homeowners Exemption, Seller agrees that he/she has or will have
106 executed all documents prior to or at the closing necessary to preserve said exemption. Seller is responsible for full payment of any special
107 assessments currently outstanding against the property, except _____. (B) If applicable, Seller
108 represents that as of the date of acceptance hereof the monthly association dues pertaining to the property are approximately
109 \$_____.

110 **14. CONFIRMATION OF AGENCY RELATIONSHIP:** THE PARTIES TO THIS CONTRACT ACKNOWLEDGE AND UNDERSTAND THAT UNLESS
111 OTHERWISE DISCLOSED IN WRITING, THE LICENSEES WORKING WITH EACH PARTY ARE THE AGENTS OF THEIR RESPECTIVE PARTIES.
112 IF ANY AGENT IS A DUAL AGENT, THE UNDERSIGNED CLIENT(S) CONFIRM THAT THEY HAVE PREVIOUSLY CONSENTED TO (INSERT
113 NAME(S)) _____ LICENSEE (S), ACTING AS A DUAL AGENT IN PROVIDING
114 BROKERAGE SERVICES ON THEIR BEHALF AND SPECIFICALLY CONSENT TO LICENSEE ACTING AS A DUAL AGENT IN REGARD TO THE
115 TRANSACTION REFERRED TO IN THIS DOCUMENT.

116 (_____) (_____) (_____) (_____) Initials required if any Dual Agents are involved in this transaction.
117 Buyer (s) Buyer (s) Seller (s) Seller (s)

118 **15. BROKERAGE FEE ACKNOWLEDGEMENT AND AGREEMENT:** It is mutually agreed between the Seller and the Purchaser that at closing, the
119 Seller agrees to compensate the Listing Broker per terms of the listing agreement. The Selling Broker (if any) will be compensated _____% by the
120 Listing Broker in accordance with the published offer of compensation and/or other compensation agreement. Payment of compensation to Selling
121 Broker does not imply Selling Broker is the agent or subagent of the Seller.

Seller(s) Initials _____ Buyer(s) Initials _____

122 In the event of a BUYER BROKER CONTRACT OF COMPENSATION, it is mutually agreed between the Buyer and Seller that pursuant to that
123 agreement a total compensation of _____ (enter percent of sale price or specific dollar amount) shall be paid to the Buyer Broker to
124 include the previously stated compensation of _____ (enter percent of sale price or specific dollar amount) being paid through the
125 Listing Broker. And the additional compensation _____ (enter percent of sale price or specific dollar amount), authorized pursuant to
126 such Buyer Broker Contract, shall be paid directly to the Selling Broker at closing. **SUCH ADDITIONAL COMPENSATION SHALL BE PAID BY THE
127 SELLER FROM PROCEEDS OF THE AGREED SALE PRICE.**

128 **16. CONDITION REPRESENTATION AND HOME INSPECTION:** Seller will represent as of the date and time of delivering possession: (A) that all
129 systems, equipment, and appliances, if any, to be conveyed by deed or sold by Bill of Sale will be in operating condition including, but not limited to, all
130 mechanical equipment, heating and cooling equipment, water heaters and softeners, septic and plumbing systems, electrical systems, kitchen
131 equipment remaining with the premises, and any miscellaneous mechanical personal property to be transferred to the Purchaser, except
132 _____ and (B) to the best of Seller's knowledge, the roof and foundation are
133 free from leaks. Notwithstanding Seller's representations, Purchaser reserves the right within five (5) business days of contract acceptance by Seller to
134 have, at his/her expense, a licensed home inspector inspect and furnish a report on said premises. The inspection will cover but not be limited to the
135 following major components of the real estate as exist: central heating system, central cooling system, interior plumbing system, electrical system, roof
136 and foundation. **PURCHASER AGREES THAT DISCLOSURE OF MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF
137 THIS CONTINGENCY UNLESS HABITABILITY IS AFFECTED.** If the inspection reveals any deficiency unacceptable to the Purchaser, the Purchaser
138 will furnish a copy of said report to Seller, and may cancel this Contract upon giving written notice to the Seller of said deficiency within two (2) business
139 days after the five (5) business day inspection period. If Purchaser fails to notify Seller of deficiencies, in said inspection, Purchaser waives his right
140 hereunder as to canceling the Contract and requesting Sellers to repair said deficiencies under paragraph 16 and 26.

141 **17. ATTORNEYS' REVIEW:** The parties agree that their respective attorneys may review and make modifications, other than stated purchase price,
142 mutually acceptable to the parties, within five (5) business days after the acceptance date of the Contract. If the parties do not agree and written notice
143 thereof is given to the other party within the time specified, this Contract will become null and void, and all monies paid by the Purchaser will be
144 refunded. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION WILL BE DEEMED WAIVED BY
145 ALL PARTIES HERETO AND THIS CONTRACT WILL BE IN FULL FORCE AND EFFECT.

146 **The parties agree that, during the above stated period, the Seller's property will not be shown to prospective purchasers unless
147 conditions stipulated in paragraph 5(1)A or 5(1)B direct that the property to remain on the market.**

148 **18. PRIOR CONTRACT:** In the event a prior contract for sale had been entered into by Seller, this Contract is contingent upon Seller providing
149 Purchaser within four (4) business days hereafter a cancellation of termination of said prior contract.

150 **19. EVIDENCE OF TITLE:** Title, when conveyed, will be good and merchantable, subject only to: general real estate taxes not due and payable at the
151 time of closing, covenants, conditions, restrictions of record, building lines and easements if any, so long as they do not interfere with Purchaser's use
152 and enjoyment of the property. Seller will, at his/her expense, deliver or cause to be delivered to Purchaser or Purchaser's attorney within customary
153 time limitations and sufficiently in advance of closing as evidence of title in Seller or Grantor the following: A title commitment for an ALTA title insurance
154 policy with extended coverage by a title company licensed to operate in the State of Illinois, bearing a date on or subsequent to the date of the
155 acceptance of this Contract, but issued not more than 45 days prior to the closing, in the amount of the purchase price, subject only to items herein
156 stated and usual stock objections, together with payment directly or by credit for all customary Seller's charges, including but not limited to: search,
157 insurance, recording charges, and transfer stamps. Delay in delivery by Seller of a commitment for title in insurance due to a delay by Purchaser's
158 mortgagee in recording the mortgage and bringing down title, will not cause a default of this Contract.

159 Commitment for title insurance furnished by Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the
160 exceptions therein stated. If evidence of title discloses other defects, Seller shall have thirty (30) additional days to cure such defects and notify
161 Purchaser, but Purchaser may take title with such other defects (with the right to deduct from the purchase price liens and encumbrances for a definite
162 or ascertainable amount) by notifying Seller and tendering performance. At closing, if requested, Seller will execute customary form of affidavit of title
163 and sign customary ALTA forms and other forms required by law or custom.

164 **20. CONDOMINIUM:** In the event that the subject property is a condominium, Purchaser has, within five (5) business days from the date of acceptance
165 of this Contract, the right to demand from Seller items as stipulated by 30 Ill.Rev.Stat.322.1 (Illinois Condominium Act). This Contract is subject to the
166 condition that Seller be able to procure and provide to Purchaser, a release or waiver of any option of first refusal or other pre-emptive rights of purchase
167 created by the Declaration of Condominium within the time established by said Declaration. In the event the Condominium Association requires
168 personal appearance of Purchaser and/or additional documentation, Purchaser agrees to comply with same.

169 **21. INSPECTIONS, CERTIFICATIONS, LENDER FEES:** If FHA or VA financing is obtained, Seller will pay reasonable costs, not to exceed \$250,
170 related to termite inspections, certifications, tax service, and document preparation fees.

171 **22. SURVEY:** Prior to closing, Seller, at his/her expense, will provide to Purchaser a Plat of Survey of the premises acceptable to the Lender and Title
172 Company for extended coverage prepared by an Illinois registered land surveyor, dated not more than six months prior to date of closing provided herein
173 and showing all improvements presently located thereon, including but not limited to, buildings, fences, patios, sidewalks and driveways. In the event
174 the Premises is a condominium unit, no survey shall be required. The Survey will show all corners staked, flagged or otherwise monumented.

175 In the event the survey discloses encroachments, violations of easements or other violations, this Contract at the option of the Purchaser, will come
176 null and void, unless Seller can obtain Title Insurance over said matters.

177 **23. FLOOD INSURANCE:** Purchaser will obtain flood insurance if the premises is located within a designated flood plain as determined by the National
178 Flood Insurance Agency and is required by the Purchaser's lender.

179 **24. SOIL TEST:** In the event of vacant land, the Purchaser has the option, at his/her expense, of obtaining a soil boring and percolation test within
180 twenty (20) days of Contract date. If said soil test shows adverse soil conditions, Purchaser, at his/her option, may serve written notice upon Seller
181 within the time specified and this Contract will then become null and void and all earnest monies paid by the Purchaser will be refunded to him/her.

182 **25. WELL AND SEPTIC TEST:** In the event the premises has either a well or a septic system, Seller will provide to Purchaser at Seller's expense, prior
183 to closing, test results indicating such system to be in compliance with the applicable governing statutes, ordinances, and health department regulations.

184 **26. CONDITION OF REAL ESTATE:** Seller will remove from the premises by the date of possession all debris and personal property not conveyed by
185 Bill of Sale to Purchaser and will leave the premises in broom-clean condition, and further agrees to surrender possession of the real estate in the same
186 condition as it was at the Date of Offer, ordinary wear and tear excepted. Purchaser reserves the right to inspect the premises within seventy-two (72)
187 hours prior to the closing to determine Seller's compliance with the foregoing, as a condition of closing.

188 **27. CODE VIOLATIONS:** Seller warrants that he/she has no knowledge of, nor has received any notice from any city, village or other governmental
189 authority of, any dwelling code and/or zoning ordinance violations.

190 **28. WARRANTIES AND REPRESENTATIONS:** Any warranties and representations and other similar provisions requiring additional acts after the
191 closing will survive the closing and delivery of the deed and will continue to be binding upon the parties hereto.

192 **29. PAYMENT OF REAL ESTATE TRANSFER TAX:** Seller will pay the amount of any stamp tax imposed by State of Illinois law and county law on the
193 transfer of title and any transfer tax imposed by local ordinance, unless otherwise provided by such ordinance. Both parties agree to execute any
194 declarations or any forms required in connection with said transfer taxes.

Seller(s) Initials _____

Buyer(s) Initials _____

195 **30. PAYOUTS:** Existing mortgage and other lien indebtedness may be paid at closing out of the sale proceeds, unless Purchaser takes title subject
196 thereto.

197 **31. REAL ESTATE PROPERTY TAX ESCROW:** If the property has previously not been taxed as improved, the sum of three percent (3%) of the
198 purchase price will be withheld from Seller's proceeds. At closing, a part of the withheld funds, if required, will be deposited with Purchaser's Lender in
199 accordance with their escrow instructions, and the balance if any, with Seller's attorney. When the exact amount of the taxes prorated under this
200 Contract can be ascertained, the taxes will be prorated by the Seller's attorney at the request of either party, and the Seller's share of such tax liability
201 after re-proration will be paid to the Purchaser from the escrow funds and the balance, if any, will be paid to the Seller. If the Seller's obligation after
202 such re-proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

203 **32. ESCROW CLOSING:** At the election of either party upon written notice to the other party, this sale will be closed through a deed and money escrow
204 at the office stated in paragraph 11B with such special provisions inserted in the escrow as may be required to conform with this Contract. Upon the
205 creation of such an escrow: anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed, will be made through the
206 escrow; and this Contract along with the earnest money will be deposited in the escrow. The cost of the escrow will be paid by the party requesting it.

207 **33. DEFAULT:** In the event either party should breach this agreement, either prior to or subsequent to closing, the other party may pursue any and all
208 remedies provided by law. In addition, upon a finding of a court of competent jurisdiction that one of the parties has breached the Contract, the
209 prevailing party may recover all costs, expenses and reasonable attorney's fees. The parties hereto agree that the Broker may deposit the escrow funds
210 with the Clerk of the Circuit Court; and the parties hereto agree to indemnify and hold the Broker/Agent(s), harmless from and any all claims and
211 demands, including the payment of reasonable attorney's fees, costs and expenses arising out of such claims and demands, said amounts to be shared
212 equally by both Seller and Purchaser.

213 **34. DISBURSEMENT OF EARNEST MONEY:** Escrowee may disburse earnest money under one of the following conditions: (A) Seller's failure to
214 accept Purchaser's Offer to Purchase; (B) at Closing; (C) Mutual written agreement of Seller and Purchaser; or (D) Court Order.

215 **35. NOTICES:** ALL NOTICES REQUIRED WILL BE IN WRITING AND WILL BE SERVED BY ONE PARTY OR THEIR ATTORNEY TO THE OTHER
216 PARTY AT THE MAILING ADDRESS INDICATED HEREIN WHETHER OR NOT THE OTHER PARTY IS REPRESENTED BY AN ATTORNEY. Notice
217 will be given in the following manner:

218 A. By personal delivery of such notice to the other party.

219 B. By mailing of such notice to the other party by (1) 1ST Class regular mail, or (2) Mailgram with confirmation copy. The date of mailing or the
220 Mailgram of the notice will be it's effective date. Courtesy copies of all notices will be provided simultaneously to respective attorneys and brokers
221 by facsimile, if known, but shall not effect the legal validity of the notice.

222 C. By Commercial Overnight Provider, the effective date and time of notice shall be the date and time of delivery to the address indicated herein.

223 D. Notice by facsimile transmission may be served by one party or his/her attorney to the other party or his/her attorney. Notice shall be effective as
224 of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00am to
225 5:00pm Central Time Zone). In the event facsimile notice is transmitted during non-business hours, the effective date and time of notice shall be
226 9:00am of the first business day after transmission and that sending party shall provide evidence of the facsimile transmission upon written
227 request from the recipient.

228 **36. LOSS:** If prior to closing, improvements on the property are destroyed or materially damaged by fire or other casualty, the Contract, at the option of
229 the Purchaser, will become null and void.

230 **37. CONSTRUCTION OF TERMS:** Wherever appropriate, the singular includes the plural and the masculine or feminine includes the other or the
231 neuter.

232 **38. RIDERS:** This Contract is subject to the following riders _____ attached hereto and made a part of this Contract.

233 **39. TIME IS OF THE ESSENCE OF THIS CONTRACT.**

SIGNIFICANCE OF OFFER AND ACCEPTANCE BY PARTIES

This offer or any counter offer must be accepted upon presentation or within forty-eight (48) hours of the initial counter offer, whichever occurs first or the same shall become null and void. We the undersigned Purchasers and Sellers understand that our signatures and initials (if required) or faxed copies of documents bearing same will constitute a **LEGALLY BINDING CONTRACT**, and all parties agree to perform the terms and conditions thereof.

Date of Contract Offer _____ Time: _____ Date of Contract Acceptance _____ Time: _____

Purchaser's Mailing Address (please print)

Seller's Mailing Address

City State Zip

City State Zip

Purchaser/Beneficiary/Agent Social Security #

Seller/Beneficiary/Agent Social Security #

Purchaser/Beneficiary/Agent Social Security #

Seller/Beneficiary/Agent Social Security #

FOR INFORMATION ONLY

Name of Selling Agent Agent MLS ID #

Name of Listing Agent Agent MLS ID #

Company Name Office MLS ID # Phone #

Company Name Office MLS ID # Phone #

Purchaser's Attorney Phone #

Seller's Attorney Phone #

Name of Mortgage Lender

Loan Officer

****NOTICE TO PREPARER OF CONTRACT** - Either strike out any inapplicable items or insert "NA" in any blank spaces.
It is a violation of the Illinois License Act to have someone sign a contract with any blank spaces.**

Seller(s) Initials _____

Buyer(s) Initials _____