

## **MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1**



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2	Buyer Name(s) [please print] The Village of Orland Park, a Municipal Corporation					
Seller Name(s) [please print] Dennis Kamykowski and Candida Kamykowski  If Dual Agency Applies, Complete Optional Paragraph 31.						
					5	2. THE REAL ESTATE: Real Estate shall be defined as the property, all improvements, the fixtures and Personal
6	Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate					
7	with approximate lot size or acreage of commonly known as:					
8	14403 RVING AVENUE ORLAND PARK IL 60462					
9	Address City State Zip COOK N/A 27-09-113-042-0000					
10 11	County Unit # (If applicable) Permanent Index Number(s) of Real Estate					
12	If Condo/Coop/Townhome Parking is Included: # of spaces(s) N/A ; identified as Space(s) #;					
13	[check type] deeded space, PIN: limited common element assigned space.					
14	3. PURCHASE PRICE: The Purchase Price shall be \$ 170,000.00 After the payment of					
	Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at					
15 16	Closing in "Good Funds" as defined by law.					
17	4. EARNEST MONEY: Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]:					
18	Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee".					
19	Initial Earnest Money of \$ 10.00 shall be tendered to Escrowee on or before day(s) after Date					
20	of Acceptance. Additional Earnest Money of \$ N/A shall be tendered by, 20					
21	5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST: All of the fixtures and included Personal					
22	Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance,					
23	unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing,					
24	and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at					
25	Closing [Check or enumerate applicable items]:					
26	Refrigerator Central Air Conditioning Central Humidifier Light Fixtures, as they exist					
27	Oven/Range/Stove Window Air Conditioner(s) Water Softener (owned) Built-in or attached shelving					
28	Microwave Ceiling Fan(s) Sump Pump(s) All Window Theatments & Handware					
29	Dishwasher Intercom System Electronic or Media Air Filter(s) Existing Storms and Screens					
30	Garbage Disposal Backup Generator System Central Vac & Equipment Fireplace Screens/Doors/Grates					
31	Trash Compactor Satellite Dish Security System(s) (owned) Fireplace Gas Log(s)					
32 33	Washer Outdoor Shed Garage Door Opener(s) Invisible Fence System, Collar & Box  Dryer Planted Vegetation with all Transmitters Smoke Detectors					
33 34	Dryer Planted Vegetation with all Transmitters 6moke Detectors Attached Gas Grill Outdoor Play Set(s) All Tacked Down Carpeting Carbon Monoxide Detectors					
35	Other items included at No Additional Cost:					
36 Cuter items included at No Additional Cost:						
37	tems Not Included: Seller to remove hot water heater and glass doorknobs.					
38						
39 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Con						
40	operating condition at Possession except: All systems to be sold "As Is."					
41	A system or item shall be deemed to be in operating condition if it performs the function for which it is					
42	intended, regardless of age, and does not constitute a threat to health or safety.					
43	If Home Warranty will be provided, complete Optional Paragraph 34.					
	Buyer Initial Buyer Initial Seller Initial Seller Initial					
	Address:					
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<b>44</b> ,	6. CLOSING: Closing shall be on January 15, 20 16 or at such time as mutually agreed by the
45	Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will
46	issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.
47	7. POSSESSION: Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing.
48	Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys
49	to the Real Estate to Buyer or to the office of the Seller's Brokerage.
50	8. MORTGAGE CONTINGENCY: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) IONX
51	Caragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE
52	This Contract is contingent upon Buyer obtaining a [check one] fixed; adjustable; [check one] conventions;
53	□FHAVA (if FHA/VA is chosen, complete Paragraph 37); □ otherloan for
54	of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an
55	adjustable rate mortgage used) not to exceed% per annum, amortized over not less than years.
56	Buyer shall pay loss origination fee and/or discount points not to exceed % of the loss amount. Buyer
57	shall pay usual and costomary processing fees and closing costs charged by lender. (Complete Paragraph 35 if
58	closing cost credits apply).
59	Buyer shall make written loan application within five (5) Business Days after the Pate of Acceptance; failure to
60	do so shall constitute an act of Default under this Contract. [Complete both a) and b)]:
61	a) Not later than
62	the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
63	confirming that Buyer has provided to such lending institution in "Intent to Proceed" as that term is defined
64	in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal
65	fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this
66	Contract terminated by giving Notice to the other Paty not later than two (2) Business Days after the date
67	specified herein or any extension date agreed to by the Parties in writing.
68	b) Not later than, 20, (if no date is inserted, the date shall be sixty (60) days after the
69	Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution
70	confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer
71	is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this
72	Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date
73	specified herein or any extension date agreed to by the Parties in writing.
74	A Party causing delay in the loan approval process shall not have the right to terminate under either of the
75	preceding paragraphs in the event neither Party elects to declare this Contract terminated as of the latter of
76	the dates specified above (as may be amended from time to time), then this Contract shall continue in full
77	force and effect without any loan contingencies.
78	Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
79	closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this
80	paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the
81	lean is conditioned on the sale and/or closing of Buyer's existing real estate.
82	9. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:
83	[check one] has not received a completed Illinois Residential Real Property Disclosure;
84	[check one] has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";
85	[check one] has not received a Lead-Based Paint Disclosure;
86	[check one] has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";
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	Buyer Initial Buyer Initial Seller Initial Seller Initial v6.1
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<b>87</b> ·	[check one] has has not received the Disclosure of Information on Radon Hazards.							
88	10. PRORATIONS: Proratable items shall include without limitation, rents and deposits (if any) from tenants;							
89	Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and							
90	Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).							
91	Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller							
92	represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ N/A							
93	per (and, if applicable Master/Umbrella Association fees are \$ per).							
94	Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)							
95	confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due							
96	after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes							
97	shall be prorated as of the date of Closing based on 105 % of the most recent ascertainable full year tax bill. All							
98	prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent							
99	ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior							
100	deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the							
101	appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of							
102	this Paragraph shall survive the Closing.							
103	11. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective							
104	Parties, by Notice, may:							
105	a) Approve this Contract; or							
106	b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or							
107	c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of							
108	Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed							
109	modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract							
110 111	shall be null and void; or d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may							
112	declare this Contract null and void and this Contract shall remain in full force and effect.							
113	Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is not							
114	served within the time specified herein, the provisions of this paragraph shall be deemed waived by the							
115	Parties and this Contract shall remain in full force and effect.							
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116	12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: Buyer may conduct at Buyer's expense (unless otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by							
117 118	one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based							
119	paint hazards or wood-destroying insect infestation.							
120	a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects							
121	and are not a part of this contingency. The fact that a functioning major component may be at the end of							
122	its useful life shall not render such component defective for purposes of this paragraph. Buyer shall							
123	indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of							
124	negligence of Buyer or any person performing any inspection. The home inspection shall cover only the							
125	major components of the Real Estate, including but not limited to central heating system(s), central cooling							
126	system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors,							
127	appliances and foundation. A major component shall be deemed to be in operating condition if it performs							
128	the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If							
129	radon mitigation is performed, Seller shall pay for any retest.							
	Buyer Initial Buyer Initial Seller Initial Seller Initial D6.1							
	Add=000:							

- b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which
  Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports
  within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
  inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
  written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
  Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
  null and void.
- 137 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection 138 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller 139 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice 140 shall not include any portion of the inspection reports unless requested by Seller.
- d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.
- 13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.
- 14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 b), whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.
- 156 15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.
  - a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.
- b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
   special assessments confirmed prior to the Date of Acceptance.
- 167 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between 168 the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement 169 relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.
- d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
   upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
   no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

Buyer Initial Buyer Initial	Seller Initial Seller Initial	
Address:		v6.1

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- to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
  purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
  appearance of Buyer or additional documentation, Buyer agrees to comply with same.
- 176 In the event the documents and information provided by Seller to Buyer disclose that the existing 177 improvements are in violation of existing rules, regulations or other restrictions or that the terms and 178 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or 179 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then 180 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the 181 receipt of the documents and information required by this Paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have 182 183 waived this contingency, and this Contract shall remain in full force and effect.
- 184 f) Seller shall not be obligated to provide a condominium survey.
- 185 g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.
- 186 16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.
- 193 17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:
- a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a preclosing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the Party designated in such ordinance.
- 197 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal 198 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.
  - 18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.
- 214 19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a 215 condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

Buyer Initial Buyer Initial	Seller Initial Seller Initial
Address:	<u> </u>
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- Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's
- 222 seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a
- 223 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.
- 224 20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
- 226 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
- 227 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
- 228 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
- 229 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
- 230 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois
- 231 shall be applicable to this Contract, except as modified by this paragraph.
- 232 21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean
- 233 condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real
- 234 Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate,
- 235 fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and
- 236 included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear
- 237 and tear excepted.
- 238 22. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for
- 239 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
- 240 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
- 241 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes
- 242 shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after
- 243 proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's
- 244 obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess
- 245 promptly upon demand.
- 23. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing.
- 247 Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any
- 248 written notice from any association or governmental entity regarding:
- 249 a) zoning, building, fire or health code violations that have not been corrected;
- 250 b) any pending rezoning;
- 251 c) boundary line disputes;
- 252 d) any pending condemnation or Eminent Domain proceeding;
- 253 e) easements or claims of easements not shown on the public records;
- 254 f) any hazardous waste on the Real Estate;
- 255 g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- 256 h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
- 257 i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.
- 258 Seller further represents that:

Buyer Initial Buyer Initial	Seller Initial	_ Seller Initial
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259 ° 260 261 262 263 264 265 266	There [check one] is is not a pending or unconfirmed special assessment affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.  The Real Estate [check one] is is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs. All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that require modification of the representations previously made in this Paragraph 23, Seller shall promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.					
267 268	24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.					
269 270 271 272 273 274 275 276	25. FACSIMILE OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.					
277 278 279 280	26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."					
281 282 283	In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:					
284 285 286 287 288 289 290	a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.					
291 292 293 294 295 296	b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.					
297 298 299 300	27. NOTICE: Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:  a) By personal delivery; or					
	Buyer Initial Buyer Initial Seller Initial v6.1  Page 7 of 13					

301	b)	2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -		
302	<b>~</b> 1	as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or		
303 304	And the state of t			
		Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted		
305 306		during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or		
30 <i>0</i> 307	d)			
308	ц	attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail		
309		transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective		
310		date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may		
311		opt out of future e-mail Notice by any form of Notice provided by this Contract; or		
312		By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day		
313		following deposit with the overnight delivery company.		
314 315	are	<b>PERFORMANCE:</b> Time is of the essence of this Contract. In any action with respect to this Contract, the Parties free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to ect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.		
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317	29.	CHOICE OF LAW AND GOOD FAITH: All terms and provisions of this Contract including but not limited to the		
318		orney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and subject to the covenant of good faith and fair dealing implied in all Illinois contracts.		
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320		OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties		
321	and	the following additional attachments, if any:		
322 323	-	OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)		
324		N/A 31. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously usented to(Licensee) acting as a Dual Agent in providing		
325 326		kerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the		
320 327		nsaction referred to in this Contract.		
328		32. SALE OF BUYER'S REAL ESTATE:		
329	<u>a)</u>	REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:		
330		1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:		
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332		iress City State Zip		
333		2) Buyer [check one] has not entered into a contract to sell Buyer's real estate.		
334		If Buyer has entered into a contract to sell Buyer's real estate, that contract:		
335		a) [check one] is is not subject to a mortgage contingency.		
336		b) [check one] is is not subject to a real estate sale contingency.		
337		c) [check one] is is not subject to a real estate closing contingency.		
338	3) Buyer [check one] has has not listed Buyer's real estate for sale with a licensed real estate broker and			
339 340	in a local multiple listing service.  4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing.			
341		service, Buyer [check one]:		
		- -		
	<b>D</b>	yer Initial Buyer Initial Seller Initial Seller Initial		
		dress:		

342	a)Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple
343	listing service within five (5) Business Days after Date of Acceptance.
344	[For information only] Broker:
345	Broker's Address: Phone:
346	b) Does not intend to list said real estate for sale.
347	CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:
348	This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that
349	is in full force and effect as of
350	date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set
351	forthein this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this
352	Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph.
353	Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this
354	Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must
355	AND THE RESERVE TH
356	be completed.) 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32
357	b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real
358 359	estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of
350	Buyer's real estate on or before
361	of Buyer's real estate is served before the close of business on the next Business Day after the date set
362	forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described
363	in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this
364	Paragraph 32, and this Contract shall remain in full force and effect.
365	3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
366	Paragraph 32 b) 1) (or after the date of this Contract III, no date is set forth in Paragraph 32 b) 1)), Buyer shall,
367	within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part
368	of said Notice, waives all contingencies in Baragraph 32 and complies with Paragraph 32 d), this Contract
369	shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served
370	within the time specified, Buyer shall be in default under the teams of this Contract.
371	c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE. During the time of this contingency,
372	Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
373	<ol> <li>If Seller accepts another being fide offer to purchase the Real Estate While contingencies expressed in</li> </ol>
374	Paragraph 32 b) are in effort. Seller shall notify Buyer in writing of same. Buyer shall then have
375	hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to
376	Paragraph 32 d).
377	2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served
378	on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should
379	be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
380	shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
381	Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following hanner:
382	By personal delivery effective at the time and date of personal delivery; or
383	b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or
384	enective at 10:00 A.Ivi. On the monthing of the second day following deposit of 700 at 210 at
1	
	Buyer Initial Buyer Initial Seller Initial Seller Initial
	Address:
	Page 9 of 13

363	Į,		c) by commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 200 PA
386			Chicago time on the next delivery day following deposit with the overnight delivery company
387	ľ		Whichever hirst occurs.
388		3)	of a second state of the providence of the provi
389		4)	If the contingencies set forth in Paragraph 32 b) and I waived in writing, within said time period h
390			Buyer, this Contract shall be null and void
391	Y	5)	
392	ı		Paragraph 27 of this Contract.
393		6)	Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney of
394	L		representative.
395	d)	WA	AIVER OF PARAGRAPH 32 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in
396	,	Par	ragraph 32 h) when Buyer has deligered surface surface and described to have waived the contingencies i
397		mo	ragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earner
398		1100	oney in the amount of \$ in the form of a cashier's or certified check within the time
399		spe	ecified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be
			emed ineffective and this Contract shall be null and void.
400	e)	BU	IYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contains
401		in F	Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.
402			33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entere
403	int	OAD	prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
404		P	20 In the creek the prior contract to an expension of the prior contract on or before
405	Co	ntra	20 In the event the prior contract is not cancelled within the time specified, this
406	-	HI .	ct shall be null and void. Seller's notice to the purchaser under the prior contract should not be serve
407	on.	ing a	after Attorney Review and Professional Inspections provisions of this Contract have expired, been done or waived.
407	sar	istic	ed or waived.
408	_		34. HOME WARRANTY: Seller shall provide at no expense to Buyer a Home Warranty at a cos
409	of\$	<u> </u>	. Evidence of a fully pre-paid policy shall be delivered at Closing.
410			-
411	Cat	41	35. CREDIT AT CLOSING: Provided Buyer's lender permits such credit to show on the HUD-
	Set	uenu	ent Statement or Closing Disclosure, and if not, such lesser amount as the lender permits, Seller agrees t
412	cre	TITE D	to Buyer at Closing to be applied to prepaid expenses, closing costs or both.
413			36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING
414 415	AL.	TERN ALL	NATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH NOT APPLY [CHOOSE ONLY ONE]:
		-	
416	a)	- 4	Transaction With No Mortgage (All Cash): If this selection is made, Buyer will pay at closing
417		ın u	he form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the
418		amo	ount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the
419		Date	e of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agree
420		to ve	erify the above representation upon the reasonable request of Seller and to authorize the disclosure of such
421		finar	ncial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
422		avai	ilability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied
423		with	n Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether
424		inter	ntional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute
425		mate	erial breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally
426		Unle	ess otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/o
427		closi	ing of Buyer's existing real estate.
	Rene	or I.	nitialBuyer Initial Seller Initial Seller Initial
			of 13 v6.1
	* #X(	· IU (	uj au

428	<b>b</b> )	b) Transaction, Mortgage Allowed: If this	selection is made, Buyer	r will pay at closing, in the					
429		form of "Good Funds" the difference (plus or minus proration							
430		the Earnest Money deposited pursuant to Paragraph 4 above	e. Buyer represents to Se	ller, as of the Date of Offer,					
431		that Buyer has sufficient funds available to satisfy the provi	sions of this paragraph.	Buyer agrees to verify the					
432		above representation upon the reasonable request of Seller	and to authorize the d	lisclosure of such financial					
433		information to Seller, Seller's attorney or Seller's broker							
434		availability of sufficient funds to close. Notwithstanding su	ch representation, Selle	agrees to reasonably and					
435		promptly cooperate with Buyer so that Buyer may apply for	and obtain a mortgage	loan or loans including but					
436		not limited to providing access to the Real Estate to satisfy l	Buyer's obligations to pa	ay the balance due (plus or					
437		minus prorations) to close this transaction. Such cooperation	shall include the perfor	rmance in a timely manner					
438		of all of Seller's pre-closing obligations under this Contract	t. This Contract shall	NOT be contingent upon					
439		Buyer obtaining financing. Buyer understands and agree	s that, so long as Selle	r has fully complied with					
440		Seller's obligations under this Contract, any act or omission	outside of the control of	Seller, whether intentional					
441		or not, that prevents Buyer from satisfying the balance due	from Buyer at Closing	shall constitute a material					
442		breach of this Contract by Buyer. Buyer shall pay the title	e company escrow clos	sing fee. Unless otherwise					
443		provided in Paragraph 32, this Contract shall not be con	tingent upon the sale	and/or closing of Buyer's					
144		existing real estate.	≅ -						
445		37. VA OR FHA FINANCING: If Buyer is se	eking VA or FHA fina	ncing, required FHA or VA					
146	2101	mendments and disclosures shall be attached to this Contract.	If VA. the Funding Fee	or if FHA, the Mortgage					
447	Trace	nsurance Premium (MIP) shall be paid by Buyer and <i>[check one]</i> sha	all shall not be added to	the mortgage loan amount.					
	MIS								
148		38. WELL OR SANITARY SYSTEM INSPEC	Hons: Seller shall obtai	n at Seller 8 expense a wen					
449	wa	water test stating that the well delivers not less than five (5) ga	lions of water per minu	and including a pacteria					
450	and	and nitrate test and/or a septic report from the applicable Cour	nty Health Department,	a Licensed Environmental					
451	He	Health Practitioner, or a licensed well and septic inspector, es	ch dated not more tha	n nmety (50) days phot to					
452	Clo	Closing, stating that the well and water supply and the private	sanitary system are in c	peraning condition which no					
453	dei	lefects noted. Seller shall remedy any defect or deficiency disclo	sed by said report(s) pri	or to crossing, brovinger mar					
454	if t	f the cost of remedying a defect or deficiency and the cost of	landscaping together e	most more he terminated by					
455	Pa	Parties cannot reach agreement regarding payment of such ac	ditional cost, this Colu	tact may be terminated by					
456	eitl	either Party. Additional testing recommended by the report sh	all be obtained at the St	ablishing an accross with a					
457	rec	ecommends additional testing after Closing, the Parties shall	nave the option of est	inate this Contract prior to					
458	m	nutual cost allocation for necessary repairs or replacements, o	r either Party may term	MAR HUS CORNER PRIOR to					
459		Closing. Seller shall deliver a copy of such evaluation(s) to B	iyer not less man ten	(10) Dusiness Days Prior to					
460		Closing.							
461		39. WOOD DESTROYING INFESTATION:	Notwithstanding the p	provisions of Paragraph 12,					
462	wi	within ten (10) Business Days after the Date of Acceptance, Selle	er at Seller's expense sha	ill deliver to Buyer a written					
463	1101	report, dated not more than six (6) months prior to the Date	of Closing, by a license	d inspector ceruned by the					
464	an	enpropriate state regulatory authority in the subcategory of to	ermites, stating that the	re is no visible evidence of					
465	act	active infestation by termites or other wood destroying insects.	Unless otherwise agree	d between the Parties, if the					
466	Tet	report discloses evidence of active infestation or structural dar	nage, Buyer has the op	tion within five (5) Business					
467	Da	Days of receipt of the report to proceed with the purchase or to	declare this Contract nu	ll and void.					
468		40. POST CLOSING POSSESSION: Possessi							
469	da	date that is 30 days after the date of Closing ("the Po	ossession Date"). Seller	shall be responsible for all					
470	uti	utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall							
	J 2 40								
	R <sub>1</sub> ,	Buyer Initial Buyer Initial	Seller Initial	Seller Initial					
		Address:		76.1					

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471 · 472	deposit in escrow at Closing with	Attorney for Purchaser \$1,000.00 to be paid by Escrov	, [check one]				
473 474	a) The sum of \$		including the day after Closing to				
475 476 477 478 479	<ul><li>b) The amount per day equal to the the Possession Date specified in the Co.</li><li>c) The balance, if any, to Seller after satisfied. Seller's liability under</li></ul>	ee (3) times the daily amount set forth here nis paragraph that Seller remains in possession delivery of Possession and provided that the this paragraph shall not be limited to the serein shall be deemed to create a Landlord/Tens	in shall be paid for each day after on of the Real Estate; and e terms of Paragraph 21 have been amount of the possession escrow				
480 481 482 483 484 485 486 487 488 489 490 491	Is" condition as of the Date of Offer respect to the condition of the Real Eknown defects, if any, disclosed by Schall make the Real Estate available to Seller harmless from and against an performing any inspection. In the unacceptable to Buyer and Buyer so this Contract shall be null and void Buyer shall not be obligated to ser Failure of Buyer to notify Seller or this Contract under this paragraph.	BUTTON: This Contract is for the sale and pure Buyer acknowledges that no representation is tate have been made by Seller or Seller's Deller. Buyer may conduct an inspection at Buyer's inspector at reasonable times. Buyer y loss or damage caused by the acts of ne event the inspection reveals that the condities Seller within five (5) Business D. Buyer's notice SHALL NOT include a conduct said inspection operates as a warned this Contract shall remain in full forced the warranty provisions of Paragraph 5 decided the paragraph 5 decided th	ns, warranties or guarantees with Designated Agent other than those tyer's expense. In that event, Seller er shall indemnify Seller and hold egligence of Buyer or any person condition of the Real Estate is ays after the Date of Acceptance, ppy of the inspection report, and Seller's written request for same. itver of Buyer's right to terminate e and effect. Buyer acknowledges				
493		PARTY APPROVAL: This Contract is conting	ent upon the approval of the Real				
494 495 496	Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall						
497 498	4 44						
499 500 501 502 503 504	required forms), shall be held in a fe by Escrowee. All interest earned on shall be responsible for any admi	BEARING ACCOUNT: Earnest money (wederally insured interest bearing account at the earnest money shall accrue to the bene nistrative fee (not to exceed \$100) charged direct Escrowee to close the account no so	a financial institution designated fit of and be paid to Buyer. Buyer and for setting up the account. In				
505 506 507	Parties entering into a separate writ	IEOUS PROVISIONS: Buyer's and Seller's of ten agreement consistent with the terms ar may deem necessary, providing for one or more of	nd conditions set forth herein, and				
508 509 510	Articles of Agreement for Deed or Purchase Money Mortgage Short Sale	Assumption of Seller's Mortgage Cooperative Apartment Tax-Deferred Exchange	Commercial/Investment New Construction Vacant Land				
Ė	This Contract is contingent owners of 14409 Irving Aven- state by the Buyer to said	upon the Buyer executing a fir ue for the sale of the south te owners of 14409 Irving Avenue.	m sale contract with the n feet (10') of the Real				
	Buyer Initial Buyer Initial _ Address:	Seller Initial	Seller Initialv6.1				

511	THIS DOCUMENT WILL BEC	OWE A LEGALLY BIN	DING CONTRACT WHE	N SIGNED BY ALL PARTIES AND D	ELIVERED TO THE PAR	TIES OR THEIR ACENTS	
512 513	THE PARTIES REPRESE! MULTI-BOARD RESIDENT	IT THAT THE TEYT	OF THIS COMPICIE	TED FORM HAS NOT BEEN A	LTERED AND IS IDE	MICAL TO THE OFFICIA	
514			OHTIOGET 6.1.				
515	Date of Offer			DATE OF ACCEPTANCE	$\mathcal{T}(\mathcal{T})$		
516			{	Jans V	Jal 1		
517	7 0			Seller Signature	CYNT I	1)	
518				( analyde 11	T. Kanki	sh-	
519	, , , , , , , ,	The Village of Orland Park, a Municipal Corporation			Seller Signature		
520			ipal Corporation	Dennis and Candid	a Kamykowski		
521		Print Buyer(s) Name(s) [Required] 14700 Ravinia Avenue			prired)		
522 523	Address			14403 Irving Avenue			
	Orland Park		00400	Address			
524 525	City		60462	Orland Park	IL	60462	
526	City	State	Zip	City 700 700 700 700 700 700 700 700 700 70	State	Zip	
527	Phone	E-mail		708-349-7825	candikamykowsk		
	C-Huil			Phone	E-mail		
528	FOR INFORMATION ONLY						
529 530	N/A			N/A			
	Buyer's Brokerage	MLS#	State License #	Seller's Brokerage	MLS#	State License #	
531 532	Address						
	vocaces	City	Zip	Address	City	Zip	
533 534	Provide Designated Association						
535	Buyer's Designated Agent	MLS#	State License #	Seller's Designated Agent	MLS#	State License #	
536	Phone		F				
537	A AMARC		Fax	Phone		Fax	
538	E-mail		neddle	E-mail			
539	E. Kenneth Friker	ekfriker	@ktjlaw.com	David B. Sosin	denein@en	sinarnold com	
540	Buyer's Attorney E-mail		David B. Sosin dsosin@sosinarnold.com Seller's Attorney E-mail				
541	20 N Wacker Dr., Ste 1660			9501 W. 144th Place, Suite 205, Orland Park, IL 60462			
542	Address	City	State Zip	Address	City	State Zíp	
543	312-984-6400		312-606-7077	708-448-8141	,	708-448-8140	
544	Phone		Fax	Phone		Fax	
545	N/A		*****				
546 547	Mortgage Company		Phone	Homeowner's/Condo Association (if any) Phone			
547 548	T 0/6-			N/A			
549	DAMI OMICEI		Phone/Fax	Management Co./Other Contact		Phone	
550	Loan Officer E-mail			Management Co/Other Contact E-mail			
551	Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer wa						
552 553	Seller rejection: This offer was presented to Seller on 20at:A.M./P.M. and rejected on						
554							
555	© 2015, Illinois Real Estate Lawyers Association. All rights reserved. Unauthorized duplication or alteration of this form or any portion thereof is prohibited. Official form available at REBURGE (twebsite of Illinois Real Estate Lawyers Association.) Approved by the following organizations, September 2015: Illinois Real Estate Lawyers Association. DuPage County Bar Association. Machine County Bar Association. Northwest Subarban Bar Association. Will County Bar Association. Betwidere Board of REALTORS* Chicago Association of REALTORS*. Heartland REALTORS* REALTORS* Knibabet-Iroquois-Ford County Association of REALTORS*. Mainstreet Organization of REALTORS*.						
555 556 557 558 559							
559	REALTORS North Shore-Barrington Association of REALTORS Oak Park Area Association of REALTORS REALTOR Association of the Fox Valley, Inc. • Three Rivers Association of REALTORS						
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	Buyer Initial	Duyer Initial		Seller Initia	! Selle	r Initial	
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