
**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

In Re:)	
)	
EDWARD HENRY RENSI,)	NO. 15-33948
)	
Debtor)	
)	Chapter 11
)	
)	Honorable Judge Janet S. Baer

NOTICE OF MOTION

TO: See Attached Certificate of Service

PLEASE TAKE NOTICE that on September 27, 2017, at 9:30 AM, the undersigned will appear before the Honorable Janet S. Baer at the Dirksen Federal Building, located at 219 S. Dearborn, Courtroom 615, Chicago, Illinois and will then and there present the attached **MOTION FOR ORDER APPROVING AND/OR AUTHORIZING THE SALE OF 8400 KEARNEY, DOWNERS GROVE, ILLINOIS 60516 TO JERRY KULHANEK**, at which time you may appear if you so choose.

BY: /S/ PAUL M. BACH
BACH LAW OFFICES
COUNSEL FOR DEBTOR
P.O. Box 1285
NORTHBROOK, IL 60062
PHONE: (847) 564 0808
ATTORNEY NO: 6209530

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**MOTION FOR ORDER APPROVING AND/OR AUTHORIZING THE SALE OF 8400
KEARNEY, DOWNERS GROVE, ILLINOIS 60516 TO JERRY KULHANEK**

EDWARD HENRY RENSI (the “Debtor”), by and through his attorneys, Paul M. Bach and Penelope N. Bach of Bach Law Offices and moves this Court for an order approving and/or authorizing the sale of real property in accordance with Section 363(b) & (f) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002 and 6004, and in support thereof, the Debtor states as follows:

Jurisdiction and Venue

1. The Debtor herein filed his voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “Code”) on October 5, 2015, (the “*Petition Date*”).
2. The Debtor continues to operate and manage its properties, affairs and assets as debtor-in-possession pursuant to Sections 1107 and 1108 of the Code.
3. No creditors’ committee, trustee or examiner has been sought or appointed in this case.

4. This Court has jurisdiction over this case under 28 U.S.C. § 1334 and this matter is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (N) and (O).

5. Venue of this proceeding is proper in this district under 28 U.S.C. §§ 1408 and 1409.

Description of Real Estate and Sale

6. The Debtor owns certain real property located at 8400 Kearney Road, Downers Grove, Illinois (the “*Property*”).

7. As of the Petition Date, the only lien on the Property (besides real estate taxes) was a Mortgage executed by the Debtor, Edward H. Rensi and currently held by Nationstar Mortgage, LLC with an approximate payoff balance in the amount of \$888,000.00. The Property has been extensively marketed for almost two years by two different relators with discussions of an auction sale the last few months. At the time the auction sale was going to be set up, the current contract was offered. The Debtor decided that it was in the best interest of the estate to sell. The initial offer was negotiated to the current contract. There was another offer at the time the attached contract was accepted. The other offer was for \$1,000,000.00 but was contingent on the sale of a home that had been on the market for over a year with little activity and also contained a financing contingency. The attached contract is without any contingency and is a cash contract.

8. As a result of negotiations, the Debtor with consent of Nationstar Mortgage LLC requests authority to enter into a Real Estate Contract dated September 5, 2016 (the “*Contract*”), for the sale of the Property to Jerry Kulhanek together with any personal property more particularly described in the Contract. A copy of the Contract is attached hereto as Exhibit “A” and incorporated herein by reference.

9. The Property shall be sold on an “AS IS” basis, without representation, warranty or guaranty of any kind, except as otherwise stated in the Contract.

10. Jerry Kulhanek will pay the sum of Eight Hundred Ninety Thousand Dollars (\$890,000.00) to Debtor at closing. Any proceeds after the payment of costs of sale including real estate taxes and Association costs noted above shall be paid to Nationwide Mortgage LLC

11. Nationwide Mortgage LLC has paid an initial earnest money deposit in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). The balance of the purchase price is to be paid in cash at closing.

Authorization of Sale Pursuant to 11 U.S.C. § 363

12. The offer submitted by Jerry Kulhanek for the Property is the best current offer that Debtor has currently for the Property, and the price offered by Jerry Kulhanek constitutes fair and reasonable consideration for the Property. As stated above, there has been substantial marketing of the property and the current offer represents a best offer in the opinion of the Debtor.

13. Jerry Kulhanek is not an insider, agent, employee or a relative of the Debtor.

14. By and through this Motion, Debtor seeks entry of an Order of authorizing the Debtor to sell the Property and other personal property to Jerry Kulhanek pursuant to the terms and conditions of the Contract, or to such other party as may be deemed the Successful Bidder by this Court as the result of any overbid that may be presented at the hearing on this Motion, in accordance with terms and conditions deemed to be more beneficial to the bankruptcy estate than those contained in the Contract.

15. Section 363(b) of the Code authorizes the sale of the Property out of the ordinary course of business of the Debtor after notice and hearing. *In re Vlasek*, 325 F.3d 955, 961 (7th

Cir. 2003). Though a sale out of the ordinary course of business lies within the sole discretion of this Court, generally such sales are approved if the proposed sale is supported by the sound business judgment of the Debtor, if the consideration is fair and reasonable and the sale is in good faith.

16. Debtor has analyzed the Contract and alternative avenues for the sale of the Property and have determined that, in his business judgment, a sale of the Property to Jerry Kulhanek is in accordance with the terms and conditions of the Contract is in the best interest of the bankruptcy estate.

17. Section 363(f) of the Code authorizes Debtor to sell the Property free and clear of any interests encumbering the Property.

18. The Debtor requests that this Court: (i) authorize the sale of the Property pursuant to Section 363(b) of the Code and the terms and conditions described in the Contract, or such other and better terms as may be submitted to the Court; (ii) order the sale of the Property be free and clear of all liens, claims, encumbrances or interests of any kind existing on the date of closing; (iii) find that Jerry Kulhanek or any other successful bidder is a good faith purchaser of the Property pursuant to Section 363(m) of the Code and is entitled to all protections thereunder, that Jerry Kulhanek is not a successor in interest of the Debtor, and that Jerry Kulhanek is entering into the sale in good faith; (iv) overrule any and all objections to the sale; (v) declare that the Debtor has full authority to execute the Contract and to close on the sale of the Property, that all appropriate action has been taken and that no further consents or approvals are required for consummation of the Contract; (vi) declare that the sale of the Property pursuant to the terms of the Contract is fair, reasonable and in the best interest of the Debtor, his creditors and the bankruptcy estate; (vii) authorize the Debtor to pay the net proceeds of the sale to Nationwide

Mortgage, LLC; (viii) find that proper notice of the sale was given and that reasonable time to object and be heard was provided to all interested parties; (ix) provide for the continued jurisdiction of the Bankruptcy Court to enforce the terms of the Order and the Contract; and (xii) grant such other and further relief as may be just and proper to effectuate the sale of the Property.

Payment of Proceeds

19. Debtor acknowledges that all net proceeds of the sale of the Property shall be paid to Nationwide Mortgage, LLC as Nationwide Mortgage LLC is owned more than the sales price.

20. Debtor seeks authority to pay from the proceeds of sale outstanding real estate taxes on the Property and all other costs of sale.

WHEREFORE, the Debtor prays that this Honorable Court enter an Order approving this Motion and:

(i) authorize the sale of the real property located at 8400 Kearney Road, Downers Grove, Illinois pursuant to Section 363(b) of the Code pursuant to the terms and conditions described in the Contract or such other and better terms as may be submitted at the hearing on this Motion;

(ii) order the sale of the Property be free and clear of all liens, claims, encumbrances or interests of any kind, with any valid liens, claims, encumbrances or interests attaching to the proceeds of sale under Section 363(f) of the Code;

(iii) find that proper notice of the sale was given and that reasonable time to object and be heard was provided to all interested parties and is sufficient notice under the circumstances;

(iv) find that Jerry Kulhanek is a good faith purchaser of the Property pursuant to Section 363(m) of the Code and is entitled to all protections thereunder, that Purchasers are not a successors in interest of the Debtor, and that Purchasers are entering the sale in good faith;

- (v) overrule any and all objections to the sale;
- (vi) declare that the Debtor has full authority to execute the Contract or other successful bid and to close on the sale of the Property, and that no further consents or approvals are required for consummation of the Contract;
- (vii) declare that the sale of the Property pursuant to the terms of the Contract is fair and reasonable and is in the best interest of the Debtor, his creditors and the bankruptcy estate;
- (viii) authorize the Debtor to pay real estate taxes and pro rate the 2017 real estate taxes to the purchaser at closing and all other costs of sale;
- (ix) provide for the continued jurisdiction of the Bankruptcy Court to enforce the terms of the Order and the Contract;
- (x) authorize the Debtor to pay all proceeds after the usual and customary charges to Jerry Kulhanek;
- (xi) grant such other and further relief as may be just and proper.

Date: September 5, 2016

Respectfully submitted,

EDWARD H. RENSI

By: /s/ Paul M. Bach

Mr. Paul M. Bach, Esq.
Ms. Penelope N. Bach, Esq.
Bach Law Offices
Attorneys At Law
P.O. Box 1285
Northbrook, Illinois 60065
Phone (847) 564 0808



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1



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

Buyer Name(s) [please print] Jerry Kulhanek

Seller Name(s) [please print] Edward Rensi

If Dual Agency Applies, Complete Optional Paragraph 31.

2. THE REAL ESTATE: Real Estate shall be defined as the property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with approximate lot size or acreage of 5.38 commonly known as: 8400 Kearney

Address City State Zip

Dupage Downers Grove IL 0932400005 60516

County Unit # (If applicable) Permanent Index Number(s) of Real Estate

If Condo/Coop/Townhome Parking is Included: # of spaces(s) _____; identified as Space(s) # _____

[check type] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

3. PURCHASE PRICE: The Purchase Price shall be \$ ~~\$875,000.00~~ ~~\$980,000.00~~ \$90,000.00. After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

4. EARNEST MONEY: Earnest Money shall be held in trust for the mutual benefit of the Parties by [check one]:

☒ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee".

Initial Earnest Money of \$ 10,000 shall be tendered to Escrowee on or before 2 day(s) after Date

of Acceptance. Additional Earnest Money of \$ na shall be tendered by _____, 20 ____.

5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST: All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at Closing [Check or enumerate applicable items]:

<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Central Humidifier	<input checked="" type="checkbox"/> Light Fixtures, as they exist
<input checked="" type="checkbox"/> Oven/Range/Stove	<input type="checkbox"/> Window Air Conditioner(s)	<input checked="" type="checkbox"/> Water Softener (owned)	<input checked="" type="checkbox"/> Built-in or attached shelving
<input checked="" type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Ceiling Fan(s)	<input checked="" type="checkbox"/> Sump Pump(s)	<input checked="" type="checkbox"/> All Window Treatments & Hardware
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Intercom System	<input checked="" type="checkbox"/> Electronic or Media Air Filter(s)	<input checked="" type="checkbox"/> Existing Storms and Screens
<input checked="" type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Backup Generator System	<input type="checkbox"/> Central Vac & Equipment	<input checked="" type="checkbox"/> Fireplace Screens/Doors/Grates
<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Security System(s) (owned)	<input checked="" type="checkbox"/> Fireplace Gas Log(s)
<input checked="" type="checkbox"/> Washer	<input type="checkbox"/> Outdoor Shed	<input checked="" type="checkbox"/> Garage Door Opener(s)	<input type="checkbox"/> Invisible Fence System, Collar & Box
<input checked="" type="checkbox"/> Dryer	<input type="checkbox"/> Planted Vegetation	with all Transmitters	<input checked="" type="checkbox"/> Smoke Detectors
<input type="checkbox"/> Attached Gas Grill	<input type="checkbox"/> Outdoor Play Set(s)	<input checked="" type="checkbox"/> All Tacked Down Carpeting	<input checked="" type="checkbox"/> Carbon Monoxide Detectors

Other Items Included at No Additional Cost: Tractor

Items Not Included: _____

Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession except: _____.

A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

If Home Warranty will be provided, complete Optional Paragraph 34.

Buyer Initial JK Buyer Initial _____

Address: 8400 Kearney

Seller Initial ER Seller Initial ER

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6. **CLOSING:** Closing shall be on September 28, 20 17 or at such time as mutually agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

7. **POSSESSION:** Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

8. **MORTGAGE CONTINGENCY:** If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE. This Contract is contingent upon Buyer obtaining a ☒ fixed; ☐ adjustable; ☒ conventional; ☐ FHA/VA (if FHA/VA is chosen, complete Paragraph 37); ☐ other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee and/or discount points not to exceed _____ % of the loan amount. Buyer shall pay usual and customary processing fees and closing costs charged by lender. (Complete Paragraph 35 if closing cost credits apply).

Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance; failure to do so shall constitute an act of Default under this Contract. *[Complete both a) and b)]:*

a) Not later than _____, 20____, (if no date is inserted, the date shall be twenty-one (21) days after the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has provided to such lending institution an "Intent to Proceed" as that term is defined in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date specified herein or any extension date agreed to by the Parties in writing.

b) Not later than _____, 20____, (if no date is inserted, the date shall be sixty (60) days after the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date specified herein or any extension date agreed to by the Parties in writing.

A Party causing delay in the loan approval process shall not have the right to terminate under either of the preceding paragraphs. In the event neither Party elects to declare this Contract terminated as of the latter of the dates specified above (as may be amended from time to time), then this Contract shall continue in full force and effect without any loan contingencies.

Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the sale and/or closing of Buyer's existing real estate.

9. **STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
☒ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
☒ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";
☒ has ☐ has not received a Lead-Based Paint Disclosure;
☒ has ☐ has not received the IEEMA, "Radon Testing Guidelines for Real Estate Transactions";

Buyer Initial AK Buyer Initial _____

Seller Initial ER Seller Initial RV

Address: 8400 Kearney

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87 [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 \$ _____.
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 ____ % 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 shall be null and void; or
111 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.

116 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense (unless
117 otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by
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

Address: 8400 Kearney

Seller Initial ER Seller Initial GPC

v6.1

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.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice 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.

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.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement 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
Address: 8400 Kearney

Seller Initial ER Seller Initial

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.

e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the 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 waived this contingency, and this Contract shall remain in full force and effect.

f) Seller shall not be obligated to provide a condominium survey.

g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

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.

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 pre-closing 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.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal 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.

19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

Buyer Initial Buyer Initial

Address: 8400 Kearney

Seller Initial ER Seller Initial

v6.1

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 seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

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 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear and tear excepted.

22. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

23. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any written notice from any association or governmental entity regarding:

- a) zoning, building, fire or health code violations that have not been corrected;
- b) any pending rezoning;
- c) boundary line disputes;
- d) any pending condemnation or Eminent Domain proceeding;
- e) easements or claims of easements not shown on the public records;
- f) any hazardous waste on the Real Estate;
- g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
- i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

Seller further represents that:

Buyer Initial Buyer Initial

Seller Initial ER Seller Initial

Address: 8400 Kearney

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259 [Initials] ____ There [check one] ☐ is ☒ is not a pending or unconfirmed special assessment
260 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
261 ____ The Real Estate [check one] ☐ is ☐ is not located within a Special Assessment Area or
262 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
263 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
264 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
265 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
266 terminate this Contract by Notice to Seller and this Contract shall be null and void.

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

269 **25. FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
270 executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall
271 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be
272 produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable
273 digital signature may be produced by use of a qualified, established electronic security procedure mutually
274 agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually
275 acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating
276 the digital signature and sending same by electronic mail.

277 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
278 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
279 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
280 competent jurisdiction."

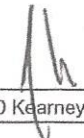
281 In the event either Party has declared the Contract null and void or the transaction has failed to close as
282 provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court
283 order, the Escrowee may elect to proceed as follows:


284 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
285 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
286 intends to disburse in the absence of any written objection. If no written objection is received by the date
287 indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
288 to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest
289 Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
290 court of competent jurisdiction.

291 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
292 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
293 deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
294 attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
295 reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify
296 Escrowee for additional costs and fees incurred in filing the Interpleader action.

297 **27. NOTICE:** Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
298 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
299 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

300 a) By personal delivery; or

Buyer Initial  Buyer Initial _____
Address: 8400 Kearney

Seller Initial ER Seller Initial 

- b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

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

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

30. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties and the following additional attachments, if any: _____

OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)

31. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

32. SALE OF BUYER'S REAL ESTATE:

a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

- 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

Address	City	State	Zip
---------	------	-------	-----

- 2) Buyer *[check one]* ☐ has ☐ has not entered into a contract to sell Buyer's real estate.

If Buyer has entered into a contract to sell Buyer's real estate, that contract:

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

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

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

- 3) Buyer *[check one]* ☐ has ☐ has not listed Buyer's real estate for sale with a licensed real estate broker and 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 service, Buyer *[check one]*:

Buyer Initial Buyer Initial

Address: 8400 Kearney

Seller Initial ER Seller Initial

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

[For information only] Broker: _____

Broker's Address: _____ Phone: _____

- b) ☐ Does not intend to list said real estate for sale.

b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this 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, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must 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 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20____. If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect.

- 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.

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

- 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to Paragraph 32 d).

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

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

Buyer Initial AK Buyer Initial _____

Address: 8400 Kearney

Seller Initial ER Seller Initial WR

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

3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.

4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by Buyer, this Contract shall be null and void.

5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.

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

d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.

e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

33. **CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20 _____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

34. **HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

35. **CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1 Settlement Statement or Closing Disclosure, and if not, such lesser amount as the lender permits, Seller agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

36. **TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8 SHALL NOT APPLY [CHOOSE ONLY ONE]:**

a) **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.

Buyer Initial _____ Buyer Initial _____

Address: 8400 Kearney

Seller Initial ER Seller Initial 

v6.1

b) _____ Transaction, Mortgage Allowed: If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee. Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.


_____. 37. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, required FHA or VA amendments and disclosures shall be attached to this Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and [check one] ☒ shall ☐ shall not be added to the mortgage loan amount.

_____. 38. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

_____. 39. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

_____. 40. POST CLOSING POSSESSION: Possession shall be delivered no later than 11:59 P.M. on the date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall

Buyer Initial _____ Buyer Initial _____

Seller Initial ER Seller Initial 

Address: 8400 Kearney

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471 deposit in escrow at Closing with _____, [check one] ☐ one percent (1%)
472 of the Purchase Price or ☐ the sum of \$ _____ to be paid by Escrowee as follows:
473 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
474 and including the day of delivery of Possession, if on or before the Possession Date;
475 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
476 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and
477 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been
478 satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
479 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

480 ER 41. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As
481 Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with
482 respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those
483 known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller
484 shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold
485 Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
486 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is
487 unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance,
488 this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and
489 Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same.
490 Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate
491 this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges
492 that the provisions of Paragraph 12 and the warranty provisions of Paragraph 5 do not apply to this Contract.

493 _____ 42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
494 Estate by _____
495 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified
496 Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall
497 be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the
498 Parties and this Contract shall remain in full force and effect.

499 _____ 43. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other
500 required forms), shall be held in a federally insured interest bearing account at a financial institution designated
501 by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer
502 shall be responsible for any administrative fee (not to exceed \$100) charged for setting up the account. In
503 anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days
504 prior to the anticipated Closing date.

505 _____ 44. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
506 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and
507 with such additional terms as either Party may deem necessary, providing for one or more of the following [check applicable boxes]:

508 <input type="checkbox"/> Articles of Agreement for Deed	<input type="checkbox"/> Assumption of Seller's Mortgage	<input type="checkbox"/> Commercial/Investment
509 <input type="checkbox"/> or Purchase Money Mortgage	<input type="checkbox"/> Cooperative Apartment	<input type="checkbox"/> New Construction
510 <input type="checkbox"/> Short Sale	<input type="checkbox"/> Tax-Deferred Exchange	<input type="checkbox"/> Vacant Land

Buyer Initial ER Buyer Initial _____

Address: 8400 Kearney

Seller Initial ER Seller Initial ER

511 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
 512 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
 513 MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1.

514 August 29, 2017 September 1, 2017
 515 Date of Offer DATE OF ACCEPTANCE
 516 Buyer Signature Seller Signature
 517 Buyer Signature Seller Signature
 518 Jerry Kulhanek
 519 Print Buyer(s) Name(s) [Required] Print Seller(s) Name(s) [Required]
 520 8525 Kearney Rd 8400 Kearney Road
 521 Address Address
 522 Downers Grove IL 60516 Downers Grove IL 60516
 523 City State Zip City State Zip
 524 773-908-2015
 525 Phone E-mail Phone E-mail
 526

527 **FOR INFORMATION ONLY**

528 ACM Realty Services LLC 471.000990 RE/MAX SIGNATUREHOMES 22010 481011521
 529 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #
 530 3041Woodcreek Dr 60515 22 N. Lincoln St Hinsdale 60521
 531 Address City Zip Address City Zip
 532 Karl Kulhanek Marla Zegart 246149 475166116
 533 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #
 534 630-620-1133 481011684 630-508-5888 630-325-6866
 535 Phone Fax Phone Fax
 536 Karl@acmweb.com marlazeg@gmail.com
 537 E-mail E-mail
 538 Robert Andrew Paul Bach paul@bachoffices.com
 539 Buyer's Attorney E-mail Seller's Attorney E-mail
 540 6817 W North Ave Oak Park IL 60302 555 Skokie Blvd, Suite 500 Northbrook IL 60062
 541 Address City State Zip Address City State Zip
 542 708-456-1050 708-456-0503 847-564-0808
 543 Phone Fax Phone Fax
 544 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone
 545 Loan Officer Phone/Fax Management Co./Other Contact Phone
 546 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 was presented.
 552 Seller rejection: This offer was presented to Seller on _____, 20____ at ____:____ A.M./P.M. and rejected on _____
 553 _____, 20____ at ____:____ A.M./P.M. [Seller Initials]

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 555 www.irela.org (website of Illinois Real Estate Lawyers Association). Approved by the following organizations, September 2015: Illinois Real Estate Lawyers Association · DuPage County Bar Association ·
 556 McHenry County Bar Association · Northwest Suburban Bar Association · Will County Bar Association · Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Heartland REALTOR®
 557 Organization · Hometown Association of REALTORS® · Illini Valley Association of REALTORS® · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of
 558 REALTORS® · North Shore-Barrington Association of REALTORS® · Oak Park Area Association of REALTORS® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers Association of
 559 REALTORS®

Buyer Initial JK Buyer Initial _____

Seller Initial ER Seller Initial ER

Address: 8400 Kearney

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