

EXHIBIT A

Sale and Purchase Contracts

1846 BILTER ROAD



MAINSTREET ORGANIZATION OF REALTORS® VACANT LAND CONTRACT [NOT TO BE USED FOR TEARDOWNS]



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties".
 2 Buyer Name(s) [PLEASE PRINT] Chicago Title Land Trust No. 9002345567 or Assignee
 3 Seller Name(s) [PLEASE PRINT] 1846 Bilter LLC, Joseph Salerno Manager

4 **If Dual Agency applies, check here** **and complete Optional Paragraph 29.**

5 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller
 6 agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of
 7 _____ commonly known as:
 8 1846 Bilter Rd Aurora IL 60502 PIN Nos.: 15-01-200-037 and 038
 9 Address/Lot # (If applicable) _____ City _____ State _____ Zip _____ County _____

10 **3. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 680,000* _____. After the payment of Earnest
 11 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good
 12 Funds" as defined by law.

13 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
 14 settlement statement or lender's closing disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees
 15 to credit \$ 0 to Buyer at Closing to be applied to prepaid expenses, closing costs or both.
 16 b) **EARNEST MONEY:** Earnest Money of \$ 5,000 shall be tendered to Escrowee on or before 2 Business
 17 Days after Date of Acceptance. Additional Earnest Money, if any, of \$ 0 shall be tendered by
 18 _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by [CHECK ONE]:
 19 Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee." **In the event the**
 20 **Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.**
 21 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
 22 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

23 **4. CLOSING:** Closing shall be on July 10, 2024 _____, or at such time as mutually agreed upon by
 24 the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its
 25 issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

26 **5. POSSESSION:** Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing
 27 by the parties.

28 **6. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

29 _____ a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or**
 30 **five (5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall
 31 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval
 32 subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows:
 33 [CHECK ONE] fixed; adjustable; [CHECK ONE] conventional; FHA; VA; USDA;
 34 other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI), if
 35 required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum, amortized
 36 over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount. Buyer shall pay
 37 origination fee(s), closing costs charged by lender, and title company escrow closing fees.

38 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller
 39 not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written
 40 evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the
 41 option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to
 42 terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.

43 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application
 44 and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to
 45 declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any
 46 extension thereof agreed to by the Parties in writing.

47 **A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph.**
 48 **In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed,**

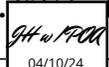
Buyer Initial JH w/ POK Buyer Initial _____
 Address 1846 Bilter Rd Aurora IL 60502

Seller Initial _____ Seller Initial _____
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49 **then this Contract shall continue in full force and effect without any loan contingencies.**

50 **Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of Buyer's**
51 **existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this subparagraph if Buyer
52 obtains a loan approval in accordance with the terms of this subparagraph even though the loan is conditioned on the sale
53 and/or closing of Buyer's existing real estate.

54 If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this**
55 **Contract.** The Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

 
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56 **b) CASH TRANSACTION WITH NO MORTGAGE: [ALL CASH]** If this selection is made, Buyer
57 will pay at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of
58 Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
59 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller,
60 Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close.
61 Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act
62 or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Due at
63 Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing
64 fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or**
65 **closing of Buyer's existing real estate.**

66 **c) CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at
67 closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that
68 Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
69 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller,
70 Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close.
71 Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply
72 for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's
73 obligations to pay the Balance Due at Closing. Such cooperation shall include the performance in a timely manner of all of
74 Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining**
75 **financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
76 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying
77 the Balance Due at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company
78 escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the
79 Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract**
80 **shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

81 **7. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall be
82 prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, rents and
83 deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities,
84 water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbrella
85 Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable
86 item.

87 a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of the most
88 recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing, except as
89 provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeowner,
90 senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or will
91 submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after
92 Closing, to preserve said exemption(s). **The proration shall not include exemptions to which the Seller is not**
93 **lawfully entitled.**

94 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees are
95 \$ 0 per _____ (and, if applicable, Master/Umbrella Association fees are
96 \$ 0 per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
97 special assessments by the Association(s) confirmed prior to Date of Acceptance.

98 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
99 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

100 **8. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
101 Parties, by Notice, may:

102 a) Approve this Contract; or


04/10/24

Buyer Initial _____
Address 1846 Bilter Rd Aurora IL 60502


04/11/24

Seller Initial _____
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- 103 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 104 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
- 105 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal
- 106 is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not
- 107 been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this
- 108 Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or
- 109 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any
- 110 proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a
- 111 modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, **neither** Buyer
- 112 nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

113 **If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of**
 114 **this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If**
 115 **Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the**
 116 **giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral**
 117 **reinstatement by withdrawal of any proposal(s).**

118 **9. WAIVER OF PROFESSIONAL INSPECTIONS:** [INITIAL IF APPLICABLE] _____ Buyer
 119 acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such
 120 inspections of the Real Estate, and further agrees that the provisions of Paragraph 10 shall not apply.

121 **10. INSPECTIONS:** Seller agrees to allow Buyer’s inspectors reasonable access to the property upon reasonable notice
 122 and gives Buyer’s inspectors permission to perform tests on the property, including invasive testing, if the inspections and
 123 the tests are reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly restore the
 124 property to its original condition and agrees to be responsible for any damage incurred while performing such inspections.
 125 **Seller authorizes Buyer’s inspectors to take soil samples which may detect environmental contamination which**
 126 **may be required to be reported to the appropriate governmental authorities.** Buyer agrees to hold harmless and
 127 indemnify Seller from any liability for the actions of Buyer’s agents and representatives while conducting such inspections
 128 and tests on the property. Notwithstanding anything to the contrary set forth in the above in this paragraph, in the event
 129 the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
 130 within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Unless specifically
 131 requested by Seller, Buyer shall not provide copies of any inspection report.

132 **11. BUILDING AND SEWAGE PERMITS CONDITION:** This Contract is subject to the condition that Buyer(s)
 133 obtain within 60 Business Days after the date of this contract, at Buyer’s expense, a building permit and an acceptable
 134 septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the
 135 subject Property. If Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been
 136 unable to obtain the permits within the times specified, Buyer(s) may, at Buyer’s option, within one (1) business day of the
 137 time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller’s
 138 attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be
 139 refunded to Buyer(s). IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME
 140 SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS
 141 CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

142 **12. SOIL TEST/FLOOD PLAIN CONDITION:** This Contract is subject to Buyer obtaining within 90 Business Days
 143 from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer’s choice on the
 144 Property to obtain the necessary permits from the appropriate governmental authorities for the improvement contemplated
 145 by the Buyer. Such determination and tests shall be at Buyer’s expense. In the event Flood plain Determination and such
 146 tests are unsatisfactory, at the option of Buyer, and upon written notice to Seller within one (1) business day of the time set
 147 forth above, this contract shall be null and void and earnest money shall be refunded to Buyer upon mutual written
 148 direction of Seller and Buyer or the escrow agent. In the event the Buyer does not serve written notice within the time
 149 specified herein, this provision shall be deemed waived by all parties hereto and this contract shall continue in full force
 150 and effect.

151 **13. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
 152 located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller**
 153 **within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer**
 154 **shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein
 155 shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

Buyer Initial  04/10/24 Buyer Initial _____
 Address 1846 Bilter Rd Aurora IL 60502
 (Page 3 of 7) 6.2019 © MAINSTREET ORGANIZATION OF REALTORS

Seller Initial  04/11/24 Seller Initial _____
 6:08 PM CDT
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156 **14. CONDOMINIUM/Common Interest Associations: [IF APPLICABLE]** The Parties agree that the terms
157 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

158 a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the
159 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility
160 easements including any easements established by or implied from the Declaration of Condominium/Covenants,
161 Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions
162 imposed by the Condominium Property Act; installments due after the date of Closing of general assessments
163 established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.

164 b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special
165 assessments confirmed prior to the Date of Acceptance.

166 c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as
167 stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This
168 Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any
169 option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants,
170 Conditions and Restrictions within the time established by the Declaration of Condominium/Covenants, Conditions
171 and Restrictions.

172 d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements
173 are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the
174 documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations
175 unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void
176 by giving Seller written notice within five (5) Business Days after the receipt of the documents and information
177 required by Paragraph 14 (c), listing those deficiencies which are unacceptable to Buyer. If written notice is not served
178 within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in
179 full force and effect.

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

186 **16. ZONING:** Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is
187 zoned: _____.

188 **17. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
189 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
190 commitment for an ALTA title insurance policy in the amount of the Purchase Price by a title company licensed to operate
191 in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 15 and
192 shall cause a title policy to be issued with an effective date as of Closing. The commitment for title insurance furnished by
193 Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein
194 stated. **If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments
195 which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the
196 title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments.** If
197 Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title
198 as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount.
199 Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary
200 forms required for issuance of an ALTA Insurance Policy.

201 **18. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to
202 Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary
203 surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by an professional land
204 surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of
205 record, fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot
206 lines. In addition, the survey to be provided shall be a boundary survey conforming to the current requirements of the
207 appropriate state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The
208 survey shall have the following statement prominently appearing near the professional land surveyor seal and signature:
209 "This professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage

Buyer Initial _____ Buyer Initial  04/10/24
Address 1846 Bilter Rd Aurora IL 60502
(Page 4 of 7) 6:08 PM CDT

Seller Initial  Seller Initial _____
04/11/24
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210 Inspection, as defined, is not a boundary survey, and is not acceptable.

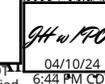
211 **19. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this
212 sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions
213 of the usual form of Deed and Money Escrow Agreement,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

217 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior delivery of the deed, the
218 Real Estate shall be destroyed or materially damaged by fire, casualty, or any other cause, or the Real Estate is taken by
219 condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of
220 accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the
221 destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace
222 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be
223 applicable to this Contract, except as modified in this paragraph.

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

- 227 a) zoning or health code violations that have not been corrected;
- 228 b) any pending rezoning;
- 229 c) boundary line disputes;
- 230 d) any pending condemnation or Eminent Domain proceeding;
- 231 e) easements or claims of easements not shown on the public records;
- 232 f) any hazardous waste on the Real Estate;
- 233 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 234 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

235 Seller further represents that _____ There **[CHECK ONE]** is is not an unconfirmed pending special assessment
236 **[INITIALS]**   affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

237 **[INITIALS]**   The Real Estate **[CHECK ONE]** is is not located within a Special Assessment Area
238 or Special Services Area for which will not be the obligation of Seller after the year in which the Closing occurs.

239 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that
240 require modification of the representations previously made in this Paragraph 21, Seller shall promptly notify Buyer. If the
241 matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller
242 and this Contract shall be null and void.

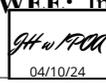
244 **22. CONDITION OF REAL ESTATE AND INSPECTION:** All refuse and personal property that is not conveyed to
245 Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer shall have the right to inspect Real
246 Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same condition as of the Date of
247 Offer of this Contract, normal wear and tear excepted.

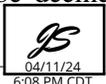
248 **23. GOVERNMENTAL COMPLIANCE:** The Parties agree to comply with the applicable reporting requirements of the
249 Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

250 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
251 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time. In the event the Closing or Loan Contingency Date
252 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

253 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
254 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall
255 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced
256 by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital
257 signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the
258 Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method,
259 such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by
260 electronic mail.

261 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if the

Buyer Initial _____ Buyer Initial  _____
Address 1846 Bilter Rd Aurora IL 60502

Seller Initial  _____ Seller Initial _____

262 Contract may be terminated by either Party, the following shall be deemed incorporated: “and Earnest Money refunded
263 upon the joint written direction by the Parties to the Escrowee or upon an entry of an order by a court of competent
264 jurisdiction”.

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

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

274 Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the
275 dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount
276 necessary to reimburse Escrowee for court costs and reasonable attorney’s fees incurred due to the filing of the
277 Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney’s fees, Buyer
278 and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader
279 action.

280 **27. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney.
281 Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following
282 manner:

- 283 a) By personal delivery; or
- 284 b) By mailing to the addresses recited on Page 7 by regular mail and by certified mail, return receipt requested.
285 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 286 c) By facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that
287 the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
288 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 289 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the Recipient Party’s
290 attorney to the sending Party or as shown in this Contract. Notice shall be effective as of date and time of e-mail
291 transmission, provided that in the event e-mail Notice is transmitted during non-business hours, the effective date and
292 time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future
293 e-mail Notice by any form of Notice provided by this Contract; or
- 294 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
295 following deposit with the overnight delivery company.
- 296 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party’s
297 Designated Agent in any of the manners provided above.
- 298 g) The Party serving a Notice shall provide courtesy copies to the Parties’ Designated Agents. Failure to provide
299 such courtesy copies shall not render Notice invalid.

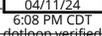
300 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
301 are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect
302 reasonable attorney fees and costs from the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

303 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY ALL PARTIES.**

304 _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
305 consented to _____ **[LICENSEE]** acting as a Dual Agent in providing brokerage
306 services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred
307 to in this Contract.

308 _____ **30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has
309 entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or
310 before _____, 20____. **In the event the prior contract is not cancelled within the time specified, this
311 Contract shall be null and void and earnest money refunded to Buyer upon written direction of the Parties to
312 Escrowee. Notice to the purchaser under the prior contract should not be served until after Attorney Review and
313 Professional Inspections provisions of this Contract have expired, been satisfied or waived.**

Buyer Initial  Buyer Initial _____
 Address  1846 Bilter Rd Aurora IL 60502
 (Page 6 of 7) 6.2

Seller Initial  Seller Initial _____


314 _____ **31. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
315 Estate by _____. Buyer's specified party, within five (5) Business Days after the
316 Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate and written notice is given to
317 Seller within the time specified, this Contract shall be null and void. If written notice is not served within the time
318 _____ vision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

319  **32. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this
320 Contract **[IDENTIFY BY TITLE]:** _____ Due diligence rider and notice of no agency disclosure.
321 _____ *Buyer to pay 3% commission to buyer's own Realtor. _____

322 **THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT**
323 **TO THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.**

324 **THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES**
325 **OR THEIR AGENTS.**

326 **THE PARTIES REPRESENT THAT TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL**
327 **VACANT LAND CONTRACT OF MAINSTREET ORGANIZATION OF REALTORS®.**

328 04/05/2024 _____ 04/10/2024 _____
329 _____ **DATE OF ACCEPTANCE** _____
330  dotloop verified 04/10/24 6:04 PM CDT UUMS-LREE-BWJW-LRX As POA _____  dotloop verified 04/11/24 6:08 PM CDT 1CC8-3CEB-VILK-MJJY
331 Buyer Signature _____ Seller Signature **Joseph Salerno**
332 _____
333 Buyer Signature _____ Seller Signature _____
334 Chicago Title Land Trust No. 9002345567 _____ Print Seller(s) Name(s) **[REQUIRED]** _____
335 Print Buyer(s) Name(s) **[REQUIRED]** _____ Address **[REQUIRED]** _____
336 _____ Address **[REQUIRED]** _____
337 _____
338 _____
339 City, State, Zip **[REQUIRED]** jd@gsrnh.com _____ City, State, Zip **[REQUIRED]** _____
340 _____ Phone _____ Phone _____
341 _____ E-mail _____ E-mail jslifestyles@gmail.com

342 **FOR INFORMATION ONLY**

343 Keller Williams Innovate 27941 481.013081				
344 Buyer's Brokerage MI S # State License #	Seller's Brokerage	MLS #	State License #	
2430 W Indian Trail, Suite 203 Aurora, IL 60506				
345 ASheena Baker 227800 Helen Ochoa 226629	Address	City	Zip	
346				
347 Buyer's Designated Agent MLS # State License #	Seller's Designated Agent	MLS #	State License #	
348 708-966-9743 Sheena, 630-546-8959				
349 Phone Fax	Phone	Fax		
350 sheena@sheenasells.com, helen@helenmyagent.com				
351 E-mail	E-mail			
352 Jim Healy jd@gsrnh.com				
353 Buyer's Attorney E-mail	Seller's Attorney	E-mail		
354				
355 Address City State Zip	Address	City	State	Zip
356 630-202-1162				
357 Phone Fax	Phone	Fax		
358				
359 Mortgage Company Phone	Homeowner's/Condo Association (if any)	Phone		
360				
361 Loan Officer Phone/Fax	Management Co./Other Contact	Phone		
362				
363 Loan Officer E-mail	Management Co./Other Contact E-mail			
364				

365 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
366 **Seller rejection:** This offer was presented to Seller on _____, 20 ____ at ____: ____ a.m./p.m. and rejected on
367 _____, 20 ____ at ____: ____ a.m./p.m. _____ **[SELLER INITIALS]**

THIS RIDER IS MADE part of the Real Estate Contract dated 04/05/2024 (the "Contract") between Joseph Salerno (the "Seller") and Chicago Title Land Trust No 9002345567 (the "Buyer") in connection with the sale of real property located at 1846 Bilter Rd, Aurora, Illinois (the "Property"). In the event of any conflict between this Rider and the printed form of the Contract, the terms of this Rider shall control.

1. **DUE DILIGENCE:**

A. **Seller Supplied Documents.** Not later than 5 (five) days after the Effective Date, Seller will deliver to Buyer for Buyer's review and approval, the following items (or, for any of the following items that do not exist, Seller's written certification that such do not exist to Seller's best knowledge):

- i. All licenses or permits that any governmental authority has issued with respect to the Property.
- ii. Copies of all environmental assessment reports and other documentation in Seller's possession pertaining to the environmental condition of all or any part of the Property.
- iii. Copies of all agreements, if any, entered into with any governmental agency, board, commission or department or other party affecting the Property, including without limitation, annexation or improvement agreements, and all amendments thereto.
- iv. Any and all soil reports or tests pertaining to the Property made for Seller and currently in Seller's possession.
- v. Any and all notices of violations of, and any and all files of Seller pertaining to the compliance or non-compliance of the Property with applicable zoning, building, environmental, health, safety and other codes, laws, regulations and ordinances, which Seller has received or maintains.
- vi. Any leases and other agreements with any third party whereby any tenancy, license or easement or other rights to use all or any part of the Property, or any fixtures or equipment located thereon, are granted to any third party.
- vii. Any agreements with any third party whereby any license or easement or other rights to use all or any part of the Property of such third party are granted to the owner or party in possession of the Property.
- viii. All contracts with third parties for the provision of services to the Property.
- ix. All certificates of occupancy issued by any governmental authority with respect to the Property.
- x. All plans and specifications pertaining to the buildings and improvements located on the Property.

- xi. All reports setting forth the results of any inspection of the building, building components or building equipment, or other improvements located on the Property.
- xii. All plats of survey of the Property not more than six (6) months old.

B. Buyer's Due Diligence. The Buyer shall have the right to conduct, or cause to be conducted, any inspections, investigations, appraisals, evaluations and tests of the Property, including environmental investigation and testing, that Buyer deems necessary or desirable (collectively, the "**Investigations**"), within sixty (60) days of the Effective Date ("the "**Contingency Period**"), all at the Buyer's expense, including, without limitation, the following:

- i. Inspections of an environmental nature through selection and retention of environmental and other consultants to examine and inspect the physical condition of the Property (including the groundwater thereunder), to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate.
- ii. Inspections of the buildings and improvements located on the Property including, without limitation, the foundation, roof and other structural elements, heating, ventilation and air conditioning equipment and systems, electrical equipment and systems, and plumbing fixtures, equipment and systems.
- iii. Determination of the availability and adequacy of utilities, whether any part of the Property is located in a flood plain or flood hazard area, adequacy of access to public roads, and adequacy of parking for the intended use.

C. Approvals. During the Contingency Period, Buyer shall have the right to seek and obtain all approvals, licenses and permits (collectively, "Permits") from all governmental authorities having jurisdiction over the Property that are necessary or desirable to allow Buyer to construct improvements necessary, and to operate the Property for Buyer's intended use, including, without limitation, building Permits, Permits for necessary parking, curb cuts, driveways, signage desired by Buyer at locations approved by Buyer, and other improvements in accordance with Buyer's plans and specifications.

D. Seller's Cooperation. During the Contingency Period, Seller shall cooperate with Buyer in Buyer's efforts to conduct the Investigations and to seek and obtain Permits, and Seller shall grant to Buyer and Buyer's agents, contractors and inspectors, unrestricted access to the Property in connection therewith. Buyer shall be responsible for the repair or cost of repairing any damage to the Property caused by Buyer or Buyer's agents, contractors and inspectors directly arising from such access.

E. Condition of Inspections. All inspections shall occur with prior reasonable notice to the Seller. Any tests, examinations or inspections of the Property by Buyer and all costs and expenses in connection with such testing, examination and inspection of the Property shall be at the sole cost of Buyer and shall be performed in a manner not to unreasonably interfere with Seller's ownership of the Property or increase Seller's liability with respect to its ownership of the Property.

F. Buyer's Right to Terminate. In the event that the Buyer determines, in Buyer's sole discretion, or any reason or no reason at all, that the results of the Investigations, or any component thereof, are not satisfactory to Buyer and notifies Seller within five (5) days of the expiration of the Contingency Period, Buyer may terminate this Contract and the Earnest Money shall be immediately returned to the Buyer.

Joseph Salerno
dotloop verified
04/11/24 6:10 PM CDT
7MLY-S4QS-NKL8-VGDD

Seller

Jim Healy w/PCM
dotloop verified
04/11/24 8:34 AM CDT
5DEG-KZ0F-P1BM-NQWQ

Buyer



ILLINOIS REALTORS® NOTICE OF NO AGENCY RELATIONSHIP



Name of Licensee: Sheena Baker and Helen Ochoa

Name of Sponsoring Brokerage Company: Keller Williams-Innovate

Property Address: 1846 Bilter Road, Aurora, IL 60502

NOTICE OF NO AGENCY RELATIONSHIP
(Check here if you represent either seller or buyer)

Thank you for giving Licensee the opportunity to (Insert description of work, i.e. showing property of a FSBO)

present offer

in regard to the above mentioned property.

Licensee's Sponsoring Broker has previously entered into an agreement with a client to provide certain real estate brokerage services through Licensee who acts as that client's designated agent. As a result, Licensee will not be acting as your agent.

THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS REQUIRED BY STATE LAW.

Sheena Baker dotloop verified
04/10/24 12:43 PM CDT
WJJO-8B83-YNVD-GTCH

Helen Ochoa dotloop verified
04/11/24 6:30 PM CDT
PQVP-UP2F-8ZMB-3VCX

Licensee's Signature

Date 04/10/2024

Joseph Salerno
Print Customer's Name (OPTIONAL)

Joseph Salerno dotloop verified
04/13/24 9:33 AM CDT
G544-XSPU-SIJ2-85VA

Customer Signature (OPTIONAL)

Date _____

Print Customer's Name (OPTIONAL)

Customer Signature (OPTIONAL)

Date _____

1860 BILTER ROAD



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."
 2 Buyer Name(s) [PLEASE PRINT] Chicago Title Land Trust No. 9002345567 or Assignee
 3 Seller Name(s) [PLEASE PRINT] Calvin L & Nobuko Roth
 4 **If Dual Agency applies, check here and complete Optional Paragraph 29.**

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
 6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
 7 approximate lot size or acreage of _____ commonly known as:

8 1860 Bilter Road Aurora IL, 60502 Kane
 9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 1501200005 Single Family Attached Single Family Detached Multi-Unit

11 **If Designated Parking is Included:** # of space(s) _____; identified as space(s) # _____; location _____
 12 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

13 **If Designated Storage is Included:** # of space(s) _____; identified as space(s) # _____; location _____
 14 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
 16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
 17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
 18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

- | | | | |
|--|---|---|---|
| 19 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Wine/Beverage Refrigerator | <input type="checkbox"/> Light Fixtures, as they exist | <input type="checkbox"/> Fireplace Gas Log(s) |
| 20 <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> Built-in or attached shelving | <input type="checkbox"/> Smoke Detectors |
| 21 <input type="checkbox"/> Microwave | <input type="checkbox"/> Water Softener (unless rented) | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Carbon Monoxide Detectors |
| 22 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Invisible Fence System, Collar & Box |
| 23 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Wall Mounted Brackets (AV/TV) | <input type="checkbox"/> Garage Door Opener(s) |
| 24 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Security System(s) (unless rented) | <input type="checkbox"/> with all Transmitters |
| 25 <input type="checkbox"/> Washer | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Outdoor Shed |
| 26 <input type="checkbox"/> Dryer | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Outdoor Playset(s) |
| 27 <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Planted Vegetation |
| 28 <input type="checkbox"/> Water Heater | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Fireplace Screens/Doors/Grates | <input type="checkbox"/> Hardscape |

29 **Other Items Included at No Added Value:** _____

30 **Items Not Included:** _____

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

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

35 **If Home Warranty applies, check here and complete Optional Paragraph 32.**

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 735,000*. After the payment of Earnest
 37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
 38 "Good Funds" as defined by law.

39 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
 40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
 41 agrees to credit \$ 0 to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) **EARNEST MONEY:** Earnest Money of \$ 5,000 shall be tendered to Escrowee on or before 2
 43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered
 44 by _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by _____.

Buyer Initial  Buyer Initial 
04/15/24 4:11 PM CDT

Seller Initial  Seller Initial 
04/18/24 12:30 PM CDT 04/19/24 1:04 PM CDT

Address: 1860 Bilter Road, Aurora, IL 60502

45 [CHECK ONE]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee."
46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 **5. CLOSING:** Closing shall be on 08/09/2024 or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 **7. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or five**
57 **(5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
60 as follows: [CHECK ONE] fixed; adjustable; [CHECK ONE] conventional; FHA; VA; USDA;
61 other _____ loan for _____% of the Purchase Price, plus private mortgage insurance (PMI),
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____% per annum,
63 amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____% of the loan amount.
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
70 in full force and effect.

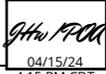
71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
74 thereafter or any extension thereof agreed to by the Parties in writing.

75 **A Party causing delay in the loan approval process shall not have the right to terminate under this**
76 **subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as**
77 **otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.**

78 **Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of**
79 **Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this**
83 **Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial  Buyer Initial
04/15/24 4:14 PM CDT

Seller Initial  Seller Initial 
04/18/24 1:26 PM CDT 04/19/24 1:04 PM CDT

Address: **1860 Bilter Road, Aurora, IL 60502**

89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise**
108 **provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
109 **real estate.**

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
111 [CHECK ONE] has has not received a completed Illinois Residential Real Property Disclosure;
112 [CHECK ONE] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 [CHECK ONE] has has not received a Lead-Based Paint Disclosure;
114 [CHECK ONE] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 [CHECK ONE] has has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
130 fees are \$0 _____ per _____ (and, if applicable, Master/Umbrella Association fees are
131 \$0 _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

Buyer Initial  Buyer Initial
04/15/24 4:16 PM CDT

Seller Initial  Seller Initial 
04/18/24 1:36 PM CDT

Address: 1860 Bilter Road, Aurora, IL 60502

133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

- 137 a) Approve this Contract; or
- 138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or
- 145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 **If Notice of disapproval or proposed modifications is not served within the time specified herein, the**
151 **provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force**
152 **and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null**
153 **and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit**
154 **unilateral reinstatement by withdrawal of any proposal(s).**

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** [INITIAL IF APPLICABLE] Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

- 166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of**
174 **the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return**
175 **of Buyer's Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial  Buyer Initial

Seller Initial  Seller Initial 

Address: **1860 Bilter Road, Aurora, IL 60502**

176 b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any
177 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
178 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send**
179 **any portion of the inspection report with the Notice provided under this subparagraph unless such**
180 **inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If
181 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
182 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
183 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

184 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
185 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
186 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not
187 include any portion of the inspection reports unless requested by Seller.

188 d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a**
189 **waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain**
190 **in full force and effect.**

191 **13. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
192 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
193 Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof**
194 **of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within**
195 **the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in**
196 **full force and effect.**

197 **14. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
198 located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to**
199 **Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is**
200 **later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**
201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

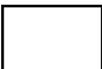
202 **15. CONDOMINIUM/Common Interest Associations:** [IF APPLICABLE] The Parties agree that the terms
203 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
204 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest
205 Community Association Act or other applicable state association law ("Governing Law").

206 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
207 Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and
208 utility easements including any easements established by or implied from the Declaration/CCRs or
209 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
210 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

211 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
212 all special assessments confirmed prior to Date of Acceptance.

213 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
214 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
215 payment thereof. Absent such agreement either Party may declare the Contract null and void.

216 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
217 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
218 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
219 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

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

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

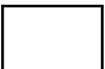
238 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

246 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted
254 exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to
255 Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title
256 insurer commit to either insure against loss or damage that may result from such exceptions or survey matters
257 or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

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

Buyer Initial  Buyer Initial 
04/15/24 4:11 PM CDT

Seller Initial  Seller Initial 
04/18/24 1:26 PM CDT 04/19/24 1:04 PM CDT

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
279 be applicable to this Contract, except as modified by this paragraph.

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

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

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS]

<i>JHW</i>	<i>PCO</i>	<i>CR</i>	<i>MR</i>
04/18/24	04/18/24	04/19/24	04/19/24
4:15 PM CDT	12:39 PM CDT	1:04 PM CDT	1:04 PM CDT
dotloop verified	dotloop verified	dotloop verified	dotloop verified

 There [CHECK ONE] are are not improvements to the Real Estate which are not
298 included in full in the determination of the most recent tax assessment.

299 [INITIALS]

<i>JHW</i>	<i>PCO</i>	<i>CR</i>	<i>MR</i>
04/18/24	04/18/24	04/18/24	04/18/24
4:15 PM CDT	12:39 PM CDT	1:04 PM CDT	1:04 PM CDT
dotloop verified	dotloop verified	dotloop verified	dotloop verified

 There [CHECK ONE] are are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.

301 [INITIALS]

<i>JHW</i>	<i>PCO</i>	<i>CR</i>	<i>MR</i>
04/18/24	04/18/24	04/18/24	04/18/24
4:15 PM CDT	12:39 PM CDT	1:04 PM CDT	1:04 PM CDT
dotloop verified	dotloop verified	dotloop verified	dotloop verified

 There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS]

<i>JHW</i>	<i>PCO</i>	<i>CR</i>	<i>MR</i>
04/18/24	04/18/24	04/18/24	04/18/24
4:15 PM CDT	12:39 PM CDT	1:04 PM CDT	1:04 PM CDT
dotloop verified	dotloop verified	dotloop verified	dotloop verified

 The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial

<i>JHW</i>	<i>PCO</i>
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4:15 PM CDT	12:39 PM CDT
dotloop verified	dotloop verified

 Buyer Initial

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Seller Initial

<i>CR</i>
04/18/24
1:04 PM CDT
dotloop verified

 Seller Initial

<i>MR</i>
04/19/24
1:04 PM CDT
dotloop verified

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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

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

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF (“Portable Document Format”)
327 document incorporating the digital signature and sending same by electronic mail.

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

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

- 335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- 341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney’s fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney’s fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for “kick-out” Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 350 a) By personal delivery; or

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

Address: **1860 Bilter Road, Aurora, IL 60502**

- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
- 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
- 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
- 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
- 360 of future e-mail Notice by any form of Notice provided by this Contract; or
- 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
- 362 following deposit with the overnight delivery company.
- 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
- 364 Designated Agent in any of the manners provided above.
- 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
- 366 such courtesy copies shall not render Notice invalid.

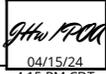
367 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
 368 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect
 369 reasonable attorney fees and costs from the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

370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 [INITIALS] **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 372 consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on
 373 their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in
 374 this Contract.

375 **30. SALE OF BUYER'S REAL ESTATE:**

- 376 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:
- 377 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:
- 378 _____
- 379 Address _____ City _____ State _____ Zip _____
- 380 2) Buyer [CHECK ONE] has has not entered into a contract to sell Buyer's real estate.
- 381 If Buyer has entered into a contract to sell Buyer's real estate, that contract:
- 382 a) [CHECK ONE] is is not subject to a mortgage contingency.
- 383 b) [CHECK ONE] is is not subject to a real estate sale contingency.
- 384 c) [CHECK ONE] is is not subject to a real estate closing contingency.
- 385 3) Buyer [CHECK ONE] has has not publicly listed Buyer's real estate for sale with a licensed real estate broker
- 386 and in a local multiple listing service.
- 387 4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple
- 388 listing service, Buyer [CHECK ONE]:
- 389 a) Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local
- 390 multiple listing service within five (5) Business Days after Date of Acceptance.
- 391 [FOR INFORMATION ONLY] Broker: _____
- 392 Broker's Address: _____ Phone: _____
- 393 b) Does not intend to list said real estate for sale.

Buyer Initial  Buyer Initial

Seller Initial  Seller Initial 

Address: 1860 Bilter Road, Aurora, IL 60502

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

395 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is
396 in full force and effect as of _____. Such contract should provide for a closing date not
397 later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this**
398 **subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall**
399 **be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not**
400 **served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed**
401 **to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force**
402 **and effect.** (If this paragraph is used, then the following paragraph **must** be completed.)

403 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)
404 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate
405 prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real
406 estate on or before _____. **If Notice that Buyer has not closed the sale of Buyer's real**
407 **estate is served before the close of business on the next Business Day after the date set forth in the preceding**
408 **sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,**
409 **Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract**
410 **shall remain in full force and effect.**

411 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph
412 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three
413 (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice,**
414 **waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and**
415 **void as of the date of Notice. If Notice as required by this subparagraph is not served within the time**
416 **specified, Buyer shall be in default under the terms of this Contract.**

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

419 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph
420 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller
421 gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).

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

- 427 a) By personal delivery effective at the time and date of personal delivery; or
- 428 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
429 effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
- 430 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago
431 time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

432 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.

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

435 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph
436 27 of this Contract.

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

Buyer Initial  Buyer Initial 
04/15/24 4:11 PM CDT

Seller Initial  Seller Initial 
04/18/24 12:30 PM CDT 04/19/24 1:04 PM CDT

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438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
441 **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed**
442 **ineffective and this Contract shall be null and void.**

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

445 **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
447 _____. **In the event the prior contract is not cancelled within the time specified, this Contract**
448 **shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser**
449 **under the prior contract should not be served until after Attorney Review and Professional Inspections provisions**
450 **of this Contract have expired, been satisfied or waived.**

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

453 **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

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

472 **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
473 date that is [CHECK ONE] _____ days after the date of Closing or _____ ("the Possession Date").
474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

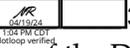
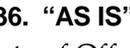
- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

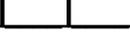
Buyer Initial  Buyer Initial

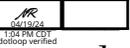
Seller Initial  Seller Initial 

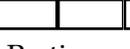
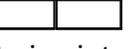
Address: 1860 Bilter Road, Aurora, IL 60502

481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

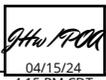
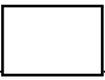
484    **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable**
491 **to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be**
492 **null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated**
493 **to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or**
494 **to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and**
495 **this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

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

503    **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
504 **[IDENTIFY BY TITLE]: Due diligence rider and notice of no agency disclosure. *Buyer to pay 3% commission to buyer's own**
505 **Realtor.**

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

- | | | |
|---|--|--|
| <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |
| <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

Buyer Initial  Buyer Initial 

Address: **1860 Bilter Road, Aurora, IL 60502**

Seller Initial  Seller Initial 

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.
515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 04/12/2024 04/18/2024

519 Date of Offer DATE OF ACCEPTANCE

520 Jim Healy w/POA 
dotloop verified 04/15/24 4:15 PM CDT TRZ-US5H-MQGU-FTLE dotloop verified 04/18/24 12:49 PM CDT 8B2N-8VDM-WOYF-VL9A

521 Buyer Signature Seller Signature

522 Nobuko Roth
dotloop verified 04/19/24 1:04 PM CDT RBXR-DGJC-KQQL-V4VA

523 Buyer Signature Seller Signature

524 Jim Healy as POA Chicago Title Land Trust No. 9002345567 or Assignee Calvin L & Nobuko Roth

525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]

526 _____

527 Address [REQUIRED] Address [REQUIRED]

528 _____

529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]

530 jdh@gsrnh.com gopleader@hotmail.com

531 Phone E-mail Phone E-mail

532 _____

FOR INFORMATION ONLY

533 Keller Williams Innovate 27941 481.013081

534 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #

535 2430 W. Indian Trail Rd., Suite 203, Aurora, IL 60506

536 Address City Zip Address City Zip

537 Sheena Baker & Helena Ochoa 227800 226629

538 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #

539 708-966-9743, Sheena 630-546-8959 Helen

540 Phone Fax Phone Fax

541 sheena@sheenasells.com; helen@helenmyagent.com

542 E-mail E-mail

543 Jim Healy as POA jdh@gsrnh.com Ameya Patankar ameya@picconypatankar.com

544 Buyer's Attorney E-mail Seller's Attorney E-mail

545 1700 N Farnsworth Ave. Suite 28 Aurora, Illinois 60605

546 Address City State Zip Address City State Zip

547 630-202-1162 630-820-8877

548 Phone Fax Phone Fax

549 _____

550 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone

551 _____

552 Loan Officer Phone/Fax Management Co./Other Contact Phone

553 _____

554 Loan Officer E-mail Management Co./Other Contact E-mail

555 _____

556 _____

557 _____

555 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
556 **Seller rejection:** This offer was presented to Seller on _____ at _____ a.m./p.m. and rejected on _____
557 _____ at _____ a.m./p.m. [SELLER INITIALS]

558 © 2018. All rights reserved. **Unauthorized duplication or alteration of this form or any portion thereof is prohibited.** Official form available at www.irela.org (website of Illinois Real Estate Lawyers
559 Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association · DuPage County Bar Association ·
560 Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley Association of REALTORS® · Kane
561 County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association · North Shore-Barrington Association
562 of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers
563 Association of REALTORS · Will County Bar Association ·

THIS RIDER IS MADE part of the Real Estate Contract dated 04/12/2024 (the "Contract") between Calvin & Nobuko Roth (the "Seller") and Chicago Title Land Trust No 9002345567 (the "Buyer") in connection with the sale of real property located at 1860 Bilter Rd, Aurora, Illinois (the "Property"). In the event of any conflict between this Rider and the printed form of the Contract, the terms of this Rider shall control.

1. **DUE DILIGENCE:**

A. **Seller Supplied Documents.** Not later than 5 (five) days after the Effective Date, Seller will deliver to Buyer for Buyer's review and approval, the following items (or, for any of the following items that do not exist, Seller's written certification that such do not exist to Seller's best knowledge):

- i. All licenses or permits that any governmental authority has issued with respect to the Property.
- ii. Copies of all environmental assessment reports and other documentation in Seller's possession pertaining to the environmental condition of all or any part of the Property.
- iii. Copies of all agreements, if any, entered into with any governmental agency, board, commission or department or other party affecting the Property, including without limitation, annexation or improvement agreements, and all amendments thereto.
- iv. Any and all soil reports or tests pertaining to the Property made for Seller and currently in Seller's possession.
- v. Any and all notices of violations of, and any and all files of Seller pertaining to the compliance or non-compliance of the Property with applicable zoning, building, environmental, health, safety and other codes, laws, regulations and ordinances, which Seller has received or maintains.
- vi. Any leases and other agreements with any third party whereby any tenancy, license or easement or other rights to use all or any part of the Property, or any fixtures or equipment located thereon, are granted to any third party.
- vii. Any agreements with any third party whereby any license or easement or other rights to use all or any part of the Property of such third party are granted to the owner or party in possession of the Property.
- viii. All contracts with third parties for the provision of services to the Property.
- ix. All certificates of occupancy issued by any governmental authority with respect to the Property.
- x. All plans and specifications pertaining to the buildings and improvements located on the Property.

- xi. All reports setting forth the results of any inspection of the building, building components or building equipment, or other improvements located on the Property.
- xii. All plats of survey of the Property not more than six (6) months old.

B. Buyer's Due Diligence. The Buyer shall have the right to conduct, or cause to be conducted, any inspections, investigations, appraisals, evaluations and tests of the Property, including environmental investigation and testing, that Buyer deems necessary or desirable (collectively, the "**Investigations**"), within sixty (60) days of the Effective Date ("the "**Contingency Period**"), all at the Buyer's expense, including, without limitation, the following:

- i. Inspections of an environmental nature through selection and retention of environmental and other consultants to examine and inspect the physical condition of the Property (including the groundwater thereunder), to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate.
- ii. Inspections of the buildings and improvements located on the Property including, without limitation, the foundation, roof and other structural elements, heating, ventilation and air conditioning equipment and systems, electrical equipment and systems, and plumbing fixtures, equipment and systems.
- iii. Determination of the availability and adequacy of utilities, whether any part of the Property is located in a flood plain or flood hazard area, adequacy of access to public roads, and adequacy of parking for the intended use.

C. Approvals. During the Contingency Period, Buyer shall have the right to seek and obtain all approvals, licenses and permits (collectively, "Permits") from all governmental authorities having jurisdiction over the Property that are necessary or desirable to allow Buyer to construct improvements necessary, and to operate the Property for Buyer's intended use, including, without limitation, building Permits, Permits for necessary parking, curb cuts, driveways, signage desired by Buyer at locations approved by Buyer, and other improvements in accordance with Buyer's plans and specifications.

D. Seller's Cooperation. During the Contingency Period, Seller shall cooperate with Buyer in Buyer's efforts to conduct the Investigations and to seek and obtain Permits, and Seller shall grant to Buyer and Buyer's agents, contractors and inspectors, unrestricted access to the Property in connection therewith. Buyer shall be responsible for the repair or cost of repairing any damage to the Property caused by Buyer or Buyer's agents, contractors and inspectors directly arising from such access.

E. Condition of Inspections. All inspections shall occur with prior reasonable notice to the Seller. Any tests, examinations or inspections of the Property by Buyer and all costs and expenses in connection with such testing, examination and inspection of the Property shall be at the sole cost of Buyer and shall be performed in a manner not to unreasonably interfere with Seller's ownership of the Property or increase Seller's liability with respect to its ownership of the Property.

F. Buyer's Right to Terminate. In the event that the Buyer determines, in Buyer's sole discretion, for any reason or no reason at all, that the results of the Investigations, or any component thereof, are not satisfactory to Buyer and notifies Seller within five (5) days of the expiration of the Contingency Period, Buyer may terminate this Contract and the Earnest Money shall be immediately returned to the Buyer.

 dotloop verified
04/18/24 12:42 PM
CDT
DLHX-F59T-83QJ-WPJ5

Seller

 dotloop verified
04/15/24 4:15 PM CDT
EEBV-VB0K-JZEP-OHUS

Buyer

 dotloop verified
04/19/24 1:04 PM CDT
GFC8-1PZT-XV3S-E4XB

POST-CLOSING SELLER POSSESSION AGREEMENT

This Post-Closing Seller Possession Agreement ("Possession Agreement") is entered into by and between Calvin L and Nobuko Roth ("Seller") and Chicago Title Land Trust No. 9002345567 or Assignee ("Buyer") as of the date set forth on the last page hereof.

RECITALS

WHEREAS, Seller and Buyer (For purposes hereof, the Seller and Buyer are collectively referred to as "Parties") have entered into that certain Multi-Board Residential Real Estate Contract 7.0 dated April 04/15/2024 the "Contract") pertaining to the real property commonly known as 1860 Bilter Road, Aurora, IL 60502, Kane County, and any fixtures and personal property described therein (collectively the "Property").

WHEREAS, for good and sufficient consideration, the parties agree Seller shall deliver Possession (defined herein) of the Property to Buyer after the "Closing Date" as defined in the Contract, pursuant to the terms of this Possession Agreement.

NOW, THEREFORE, be it agreed, for and in consideration of the foregoing recitals, each of which is a contractual part hereof, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and incorporating the aforesaid Recitals below, the Parties hereto agree and acknowledge as follows:

1. **POSSESSION DATE.** Seller shall maintain possession ("Possession") of the Property pursuant to the terms hereof until not later than 6:00 P.M. Chicago time, sixty (60) days after the Closing Date, 08/09/2024, 2024 (the "Possession Date") (the period of time of Seller's Possession shall be the "Possession Period"), at which time Seller shall deliver immediate and vacant Possession to Buyer as required hereby.
2. **LICENSE FOR OCCUPANCY.** Buyer grants to Seller a license to use, occupy and possess the Property for a period of time commencing on the Closing Date and ending on the Possession Date. Seller shall not use or allow the Property to be used for any purpose other than as a single-family residence, occupied only by Seller, and shall not allow the Property to be used for any illegal purpose. **Nothing in this Possession Agreement shall be construed as creating the relationship of landlord and tenant by and between Seller and Buyer.** Seller agrees to waive all notices required by the Illinois Forcible Entry and Detainer Act or any other Statute.
3. **UTILITY CHARGES.** All utility charges (electricity, gas, telephone, water, sewer, trash disposal and cable television) during the term of this Possession Agreement shall continue to be the responsibility of Seller until the date Seller vacates the Property. Seller shall cooperate with Buyer to cause all utilities to be transferred over to Buyer as of the Possession Date, which obligations shall survive the transfer of Possession hereunder.
4. **ESCROW DEPOSIT.** At Closing, Seller shall deposit with Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd. (or such other entity as Buyer directs) (the "Escrowee") in its non-interest bearing, IOLTA account the sum of Four Thousand and No/100 Dollars (\$10,000.00) (the "Escrow Deposit"), which Escrow Deposit shall not accrue interest, as security for Seller's obligations under this Possession Agreement. The Escrow Deposit shall be held by Escrowee and upon the Possession Date, the Escrow Deposit shall be disbursed to Seller after delivery of Possession and

provided that the terms of Paragraph 10 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the Possession Escrow Deposit referred to above.

Amounts owing to Buyer in connection with this Possession Agreement shall be deducted from the Escrow Deposit and shall be paid to Buyer. Amounts remaining with Escrowee after such payments due to Buyer shall be paid to Seller upon the delivery by Seller to Buyer of Possession, as set forth in Paragraph 10. All disbursements of money from the Escrow shall be made at the joint written direction of Seller and Buyer. Seller shall pay all fees in establishing and maintaining the escrow, if any. The amount of the Escrow Deposit shall not be construed as a limit on the amount Buyer is entitled to collect from Seller under this Possession Agreement. Prior to disbursement of the Escrow Deposit, Buyer shall have the right to inspect the Property to confirm that Seller has removed all furniture and personal property items from the Property and that the Property is in broom clean condition and the condition required under the provisions of Paragraph 10 of this Possession Agreement.

5. **SELLER'S INSURANCE AND RISK OF LOSS TO SELLER'S CONTENTS.** Seller shall keep Seller's current insurance for the Property in full force and effect until Seller vacates the Property, insuring against liability for bodily injury, including death, and property damage with single limits of not less than \$500,000.00 for any one person injured or property damage per occurrence; and, insure Seller's personal property, furnishings in the Property (the "Contents") on a replacement cost basis. In the event of any loss, theft or damage to Seller's Contents, Buyer shall not be deemed a bailee hereunder and Seller shall make no claim against Buyer and shall look solely to such insurance for reimbursement for such loss.

6. **RISK OF LOSS: CONDITION OF PROPERTY ON THE POSSESSION.**

- A. During the term of this Possession Agreement, the risk of loss to the Property on account of fire or other casualty shall remain with the Seller. If the Property shall be rendered untenable by fire or other casualty, then Seller's right to use and occupy the Property shall terminate and Seller shall vacate the Property immediately.
- B. During the term of this Possession Agreement, risk a fixture, appliance or equipment shall fail to operate shall remain with the Seller, who shall make necessary repairs or replacements.
- C. During the term of this Possession Agreement, Seller, at Seller's sole cost and expense, shall maintain the Property, including the fixtures, appliances and equipment contained therein, in the same condition as on the Closing Date. Seller's obligation under this Paragraph 6.C. includes, but is not limited to, maintaining the lawn, trees and other landscape, snow, ice and trash removal, heating the property to prevent the water pipes from freezing and other damage, securing the Property when away and taking reasonable steps to protect walls, doors and carpeting when moving from the Property.
- D. Seller shall allow Buyer access to the Property, upon 24 hour prior telephone/text notice (except in the case of emergency), for the purposes of examining the same, making measurements, and obtaining estimates from contractors.
- E. Seller and Buyer shall cooperate to arrange for an inspection of the Property to be held at or about the time Seller vacates the Property to verify the Property is in the same condition as existed on the Closing Date, ordinary wear and tear excepted. If Buyer reasonably determines that the Property has been damaged or changed, Buyer shall deliver written notice of same to Seller within one (1) day following the Possession Date. On the Possession Date, Seller shall vacate and leave the Property as required by the Contract. Any expense for repair, reconditioning and replacements necessitated by Seller Misuse of the Property during this Possession Agreement term, shall be at the sole expense of Seller.
- F. As of the Possession Date, Seller shall deliver to Buyer all building and unit entry keys, mailbox keys, key fobs, garage door openers in Seller's Possession.

7. **SELLER'S FAILURE TO DELIVER POSSESSION.** If Seller fails to deliver Possession to Buyer by the Possession Date, Seller agrees to pay to Buyer \$500 (five hundred dollars) per day from the Possession Date to and including the date on which Possession is delivered to Buyer.
8. **ALTERATIONS.** Except as required in Paragraph 6, Seller shall make no repairs, alterations or modifications or perform any decorating in and to the Property. Seller shall pay immediately for all work, labor and material done upon or provided to the Property and shall not permit any mechanic's liens to attach against the Property. If any mechanic's lien shall attach to the Property for work done by Seller or its agents, Buyer shall have the right to discharge such lien from the Escrow Deposit, and Seller shall remain liable for the discharge of any Seller incurred mechanic's lien after the Closing Date.
9. **POSSESSION SUIT.** If Seller fails to vacate the Property and deliver Possession with all keys to Buyer or before the Possession Date, Buyer, at its option, shall have the right, upon the delivery of written notice to Seller, to file a forcible entry and detainer lawsuit to recover Possession of the Property. Seller consents and submits to the jurisdiction of the Circuit Court of the Kane County in which the Property is located. Seller shall pay to Buyer all reasonable costs and expenses of Buyer's recovering Possession of the Property, including, but not limited to, court costs, attorneys' fees and expenses, Sheriffs charges for eviction, post order collection charges, and delivering Possession to Buyer and Buyer's Delay Damages.
10. **DELIVERY OF POSSESSION.** Until Seller has vacated the Property and delivered the keys to Buyer, Seller shall be deemed to be in Possession of the Property for all purposes under this Possession Agreement. The failure, refusal or delay of one or both parties to sign a joint direction to Escrowee to disburse the Escrow Deposit shall not delay delivery of the keys to the Property to Buyer and Buyer's taking Possession of the Property.
11. **SELLER'S INDEMNITY OF BUYER.** Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all damages, losses, claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Buyer arising out of or in connection with:
 - A. Seller Misuse, including payment of any deductible under any insurance policies of Buyer;
 - B. Claims for bodily injury, death, and property damage, arising out of or in connection with Seller's Possession, use or occupancy of the Property,
 - C. any mechanic's claim for lien, or other charge attaching to the Property arising from Seller's Possession, use and occupancy of the Property, and
 - D. Buyer's enforcement of the terms and conditions of this Possession Agreement.
12. **ATTORNEYS' FEES AND PROTECTION OF ESCROW FUNDS.** If a suit to construe or enforce the provisions of this Possession Agreement is filed, (i) the prevailing party shall be entitled to recover from the other party the prevailing party's court costs and reasonable attorneys' fees and other costs and expenses incurred in the enforcement of this Possession Agreement, suit, trials, appeals, rehearing, (ii) the other party to pay the attorney's fees and other costs and expenses incurred by the Escrowee pursuant to the provisions of this Possession Agreement, and (iii) the court in which the suit is pending shall have authority to enter judgment for such sums. The party at fault shall restore to the Escrow Deposit any amount incurred by the Escrowee acting under and pursuant to the provisions of this Possession Agreement, including, but not limited to, cost of filing, intervening or participating in any lawsuit relating the Escrow Deposit or Escrowee's obligations under this Possession Agreement.

13. **DISPOSITION OF ESCROW DEPOSIT IN EVENT OF A CLAIM OF DEFAULT.** If either party claims the other has defaulted under this Possession Agreement, the Escrowee shall continue to hold the Escrow Deposit until there is an Event of Distribution (as defined in Paragraph 13.A. below), or the Escrowee files an interpleader suit as authorized in Paragraph 13.B. below and deposits the funds with the Clerk of the County.

- A. **EVENTS OF DISTRIBUTION:** An Event of Distribution shall be the first to occur of (i) a joint written direction from the parties directing the Escrowee regarding the disposition of the Escrow Deposit or (ii) a court order, which may be either an interpleader order or a judgment order which adjudicates or declares the rights and obligation of Seller and Buyer in the Escrow Deposit.
- B. **INTERPLEADER SUIT.** The Escrowee shall have the right to file an interpleader suit and shall be reimbursed from the Escrow Deposit and by the parties for all reasonable attorney's fees, court costs and similar reasonable expenses relating to or in connection with initiating the suit and obtaining an Interpleader Order.
- C. **CONFLICT AS TO ESCROW DEPOSIT.** Escrowee rights under and pursuant to this Possession Agreement shall prevail over any claim of Seller or Buyer in these funds.

14. **MISCELLANEOUS.** This Possession Agreement shall survive the Closing and shall not merge with the recording of the deed and shall not be subject to the doctrine of merger. This Possession Agreement shall be executed by each of Seller, Buyer and Escrowee and when so executed shall be in full force and effect. This Possession Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be one in the same instrument. For purposes of executing this Possession Agreement, any signed copy of this Possession Agreement may be transmitted by facsimile machine or electronic signature (e.g., .pdf format) and the signature of any party hereon shall, for purposes of execution hereof, be considered an original signature. Any facsimile or electronic copy of this Possession Agreement shall, at the request of either party, be re-executed by the other party in an original form, and neither party shall raise the use of a facsimile machine or email or the fact that any signature was transmitted thereby, as a defense to the effectiveness of this Possession Agreement.

Dated: 04/17/2024

SELLER:

<i>Calvin Roth</i>	dotloop verified 04/17/24 6:34 PM CDT WU4D-IJAK-OSFO-MM3Q
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BUYER:

<i>Jim Healy w/POA</i>	dotloop verified 04/17/24 5:37 PM CDT F2EB-DJIT-F12X-VMDI
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<i>Nobuko Roth</i>	dotloop verified 04/19/24 1:04 PM CDT QH4F-AIX7-XDZ8-GEKT
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In consideration of the indemnity protections and other provisions of this Possession Agreement relating to the Escrow Deposit and Escrowee, the undersigned as Escrowee hereby agrees to hold, disburse and deal with the Escrow Deposit in the manner described in the Possession Agreement.

ESCROWEE: Goldstine, Skrodzki, Russian, Nemecek and Hoff Ltd.

By: <i>Jim Healy w/POA</i>	dotloop verified 04/17/24 5:37 PM CDT DBDV-LSNY-B7DX-EXPV
----------------------------	---

Name: James D. Healy, Partner

Phone: 630-655-6000

Email: jdh@gsrnh.com

Dated: 04/17/2024



ILLINOIS REALTORS® NOTICE OF NO AGENCY RELATIONSHIP



Name of Licensee: Sheena Baker and Helen Ochoa

Name of Sponsoring Brokerage Company: Keller Williams - Innovate

Property Address: 1860 Bilter Road, Aurora, IL 60502

NOTICE OF NO AGENCY RELATIONSHIP
(Check here if you represent either seller or buyer)

Thank you for giving Licensee the opportunity to (Insert description of work, i.e. showing property of a FSBO)

present an offer

in regard to the above mentioned property.

Licensee's Sponsoring Broker has previously entered into an agreement with a client to provide certain real estate brokerage services through Licensee who acts as that client's designated agent. As a result, Licensee will not be acting as your agent.

THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS REQUIRED BY STATE LAW.

Helen Ochoa
dotloop verified
04/19/24 3:23 PM CDT
FVQO-4XHR-OBRO-HOFL

Sheena Baker
dotloop verified
04/12/24 3:35 PM CDT
AHW8-X292-QZHE-LALY

Licensee's Signature

Date 04/12/2024

Calvin Roth
Print Customer's Name (OPTIONAL)

[Signature]
dotloop verified
04/18/24 12:28 PM CDT
W07M-1K04-UDUT-NOFR

Customer Signature (OPTIONAL)

Date 04/15/2024

Nobuko Roth
Print Customer's Name (OPTIONAL)

Nobuko Roth
dotloop verified
04/19/24 1:04 PM CDT
A6PF-S1HD-1N07-UTJS

Customer Signature (OPTIONAL)

Date _____

1870 - 1900 BILTER ROAD

THIS RIDER IS MADE part of the Real Estate Contract dated 05/03/2024 (the "Contract") between WDS Real Estate, Inc. (the "Seller") and James D. Healy w/POA for Beneficiary of Chicago Title Land Trust No. 9002345567 or Assignee in connection with the sale of real property located at 1870 & 1900 Bilter Rd, Aurora, Illinois (the "Property"). In the event of any conflict between this Rider and the printed form of the Contract, the terms of this Rider shall control.

1. **DUE DILIGENCE:**

A. **Seller Supplied Documents.** Not later than 5 (five) days after the Effective Date, Seller will deliver to Buyer for Buyer's review and approval, the following items (or, for any of the following items that do not exist, Seller's written certification that such do not exist to Seller's best knowledge):

- i. All licenses or permits that any governmental authority has issued with respect to the Property.
- ii. Copies of all environmental assessment reports and other documentation in Seller's possession pertaining to the environmental condition of all or any part of the Property.
- iii. Copies of all agreements, if any, entered into with any governmental agency, board, commission or department or other party affecting the Property, including without limitation, annexation or improvement agreements, and all amendments thereto.
- iv. Any and all soil reports or tests pertaining to the Property made for Seller and currently in Seller's possession.
- v. Any and all notices of violations of, and any and all files of Seller pertaining to the compliance or non-compliance of the Property with applicable zoning, building, environmental, health, safety and other codes, laws, regulations and ordinances, which Seller has received or maintains.
- vi. Any leases and other agreements with any third party whereby any tenancy, license or easement or other rights to use all or any part of the Property, or any fixtures or equipment located thereon, are granted to any third party.
- vii. Any agreements with any third party whereby any license or easement or other rights to use all or any part of the Property of such third party are granted to the owner or party in possession of the Property.
- viii. All contracts with third parties for the provision of services to the Property.
- ix. All certificates of occupancy issued by any governmental authority with respect to the Property.
- x. All plans and specifications pertaining to the buildings and improvements located on the Property.

- xi. All reports setting forth the results of any inspection of the building, building components or building equipment, or other improvements located on the Property.
- xii. All plats of survey of the Property not more than six (6) months old.

B. Buyer's Due Diligence. The Buyer shall have the right to conduct, or cause to be conducted, any inspections, investigations, appraisals, evaluations and tests of the Property, including environmental investigation and testing, that Buyer deems necessary or desirable (collectively, the "**Investigations**"), within one hundred twenty (120) days of the Effective Date ("the **Contingency Period**"), all at the Buyer's expense, including, without limitation, the following:

- i. Inspections of an environmental nature through selection and retention of environmental and other consultants to examine and inspect the physical condition of the Property (including the groundwater thereunder), to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate.
- ii. Inspections of the buildings and improvements located on the Property including, without limitation, the foundation, roof and other structural elements, heating, ventilation and air conditioning equipment and systems, electrical equipment and systems, and plumbing fixtures, equipment and systems.
- iii. Determination of the availability and adequacy of utilities, whether any part of the Property is located in a flood plain or flood hazard area, adequacy of access to public roads, and adequacy of parking for the intended use.

C. Approvals. During the Contingency Period, Buyer shall have the right to seek and obtain all approvals, licenses and permits (collectively, "Permits") from all governmental authorities having jurisdiction over the Property that are necessary or desirable to allow Buyer to construct improvements necessary, and to operate the Property for Buyer's intended use, including, without limitation, building Permits, Permits for necessary parking, curb cuts, driveways, signage desired by Buyer at locations approved by Buyer, and other improvements in accordance with Buyer's plans and specifications.

D. Seller's Cooperation. During the Contingency Period, Seller shall cooperate with Buyer in Buyer's efforts to conduct the Investigations and to seek and obtain Permits, and Seller shall grant to Buyer and Buyer's agents, contractors and inspectors, unrestricted access to the Property in connection therewith. Buyer shall be responsible for the repair or cost of repairing any damage to the Property caused by Buyer or Buyer's agents, contractors and inspectors directly arising from such access.

E. Condition of Inspections. All inspections shall occur with prior reasonable notice to the Seller. Any tests, examinations or inspections of the Property by Buyer and all costs and expenses in connection with such testing, examination and inspection of the Property shall be at the sole cost of Buyer and shall be performed in a manner not to unreasonably interfere with Seller's ownership of the Property or increase Seller's liability with respect to its ownership of the Property.

F. Buyer's Right to Terminate. In the event that the Buyer determines, in Buyer's sole discretion, for any reason or no reason at all, that the results of the Investigations, or any component thereof, are not satisfactory to Buyer and notifies Seller within five (5) days of the expiration of the Contingency Period, Buyer may terminate this Contract and the Earnest Money shall be immediately returned to the Buyer.

DocuSigned by:
Steve Brodt
F5B88A AFF519499...
Seller

Jim Healy w/ PPA
dotloop verified
05/03/24 4:15 PM CDT
R2LZ-LRZR-VWSZ-GKIU
Buyer

1870 -1900 BILTER ROAD



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."
 2 Buyer Name(s) [PLEASE PRINT] James D. Healy w/POA for Beneficiary of Chicago Title Land Trust No. 9002345567 or Assignee
 3 Seller Name(s) [PLEASE PRINT] WDS Real Estate, Inc.
 4 **If Dual Agency applies, check here and complete Optional Paragraph 29.**

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
 6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
 7 approximate lot size or acreage of _____ commonly known as:

8 1870 & 1900 Bilter Rd Aurora IL, 60502 Kane
 9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 1501200006,1501200007,1501200008 Single Family Attached Single Family Detached Multi-Unit

11 **If Designated Parking is Included:** # of space(s) _____; identified as space(s) # _____; location _____
 12 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

13 **If Designated Storage is Included:** # of space(s) _____; identified as space(s) # _____; location _____
 14 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
 16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
 17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
 18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

- | | | | |
|--|---|---|---|
| 19 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Wine/Beverage Refrigerator | <input type="checkbox"/> Light Fixtures, as they exist | <input type="checkbox"/> Fireplace Gas Log(s) |
| 20 <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> Built-in or attached shelving | <input type="checkbox"/> Smoke Detectors |
| 21 <input type="checkbox"/> Microwave | <input type="checkbox"/> Water Softener (unless rented) | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Carbon Monoxide Detectors |
| 22 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Invisible Fence System, Collar & Box |
| 23 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Wall Mounted Brackets (AV/TV) | <input type="checkbox"/> Garage Door Opener(s) |
| 24 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Security System(s) (unless rented) | <input type="checkbox"/> with all Transmitters |
| 25 <input type="checkbox"/> Washer | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Outdoor Shed |
| 26 <input type="checkbox"/> Dryer | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Outdoor Playset(s) |
| 27 <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Planted Vegetation |
| 28 <input type="checkbox"/> Water Heater | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Fireplace Screens/Doors/Grates | <input type="checkbox"/> Hardscape |

29 **Other Items Included at No Added Value:** _____
 30 **Items Not Included:** _____

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

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

35 **If Home Warranty applies, check here and complete Optional Paragraph 32.**

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 2,817,000*. After the payment of Earnest
 37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
 38 "Good Funds" as defined by law.

39 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
 40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
 41 agrees to credit \$ n/a to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) **EARNEST MONEY:** Earnest Money of \$ 15,000.00 shall be tendered to Escrowee on or before 2
 43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered
 44 by _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by _____.

Buyer Initial JHw Buyer Initial _____
05/03/24 4:18 PM CDT

Seller Initial DS SB Seller Initial _____

Address: 1870 & 1900 Bilter Road, Aurora, IL 60502

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise**
108 **provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
109 **real estate.**

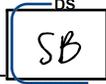
110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
111 [CHECK ONE] has has not received a completed Illinois Residential Real Property Disclosure;
112 [CHECK ONE] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 [CHECK ONE] has has not received a Lead-Based Paint Disclosure;
114 [CHECK ONE] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 [CHECK ONE] has has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
130 fees are \$ n/a per _____ (and, if applicable, Master/Umbrella Association fees are
131 \$ n/a per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

Buyer Initial  Buyer Initial

Seller Initial  Seller Initial

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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

- 137 a) Approve this Contract; or
- 138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or
- 145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 **If Notice of disapproval or proposed modifications is not served within the time specified herein, the**
151 **provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force**
152 **and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null**
153 **and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit**
154 **unilateral reinstatement by withdrawal of any proposal(s).**

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** [INITIAL IF APPLICABLE] Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

- 166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of**
174 **the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return**
175 **of Buyer's Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial Buyer Initial

Address: 1870 & 1900 Bilter Road, Aurora, IL 60502

Seller Initial Seller Initial

176 b) Buyer shall serve Notice upon Seller or Seller’s attorney of any major component defects disclosed by any
177 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
178 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send**
179 **any portion of the inspection report with the Notice provided under this subparagraph unless such**
180 **inspection report, or any part thereof, is specifically requested in writing by Seller or Seller’s attorney.** If
181 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
182 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
183 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

184 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
185 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
186 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not
187 include any portion of the inspection reports unless requested by Seller.

188 d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a**
189 **waiver of Buyer’s rights to terminate this Contract under this Paragraph 12 and this Contract shall remain**
190 **in full force and effect.**

191 **13. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
192 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
193 Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof**
194 **of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within**
195 **the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in**
196 **full force and effect.**

197 **14. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
198 located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to**
199 **Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is**
200 **later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**
201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

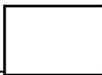
202 **15. CONDOMINIUM/Common Interest Associations:** [IF APPLICABLE] The Parties agree that the terms
203 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
204 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest
205 Community Association Act or other applicable state association law (“Governing Law”).

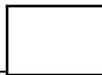
206 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
207 Condominium/Covenants, Conditions and Restrictions (“Declaration/CCRs”) and all amendments; public and
208 utility easements including any easements established by or implied from the Declaration/CCRs or
209 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
210 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

211 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
212 all special assessments confirmed prior to Date of Acceptance.

213 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
214 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
215 payment thereof. Absent such agreement either Party may declare the Contract null and void.

216 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
217 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
218 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
219 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

Address: 1870 & 1900 Bilter Road, Aurora, IL 60502

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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

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

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

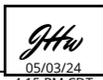
238 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

246 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted
254 exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to
255 Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title
256 insurer commit to either insure against loss or damage that may result from such exceptions or survey matters
257 or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

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

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
271 defined, is not a boundary survey and is not acceptable.

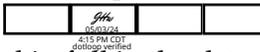
272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
279 be applicable to this Contract, except as modified by this paragraph.

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

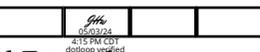
285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS]  There [CHECK ONE] are are not improvements to the Real Estate which are not
298 included in full in the determination of the most recent tax assessment.

299 [INITIALS]  There [CHECK ONE] are are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.

301 [INITIALS]  There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS]  The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

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

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF (“Portable Document Format”)
327 document incorporating the digital signature and sending same by electronic mail.

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

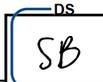
332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
334 Escrowee may elect to proceed as follows:

- 335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- 341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney’s fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney’s fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for “kick-out” Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 350 a) By personal delivery; or

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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- b) By mailing to the addresses recited herein on Page 13 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.
- f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.
- g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

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.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

[INITIALS] **29. 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.

30. 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 publicly 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 publicly listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer *[CHECK ONE]*:
 - a) Shall publicly 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.

Buyer Initial *JHw* Buyer Initial

Seller Initial DS
SB Seller Initial

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

395 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is
396 in full force and effect as of _____. Such contract should provide for a closing date not
397 later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this**
398 **subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall**
399 **be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not**
400 **served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed**
401 **to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force**
402 **and effect. (If this paragraph is used, then the following paragraph must be completed.)**

403 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)
404 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate
405 prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real
406 estate on or before _____. **If Notice that Buyer has not closed the sale of Buyer's real**
407 **estate is served before the close of business on the next Business Day after the date set forth in the preceding**
408 **sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,**
409 **Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract**
410 **shall remain in full force and effect.**

411 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph
412 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three
413 (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice,**
414 **waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and**
415 **void as of the date of Notice. If Notice as required by this subparagraph is not served within the time**
416 **specified, Buyer shall be in default under the terms of this Contract.**

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

419 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph
420 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ____ hours after Seller
421 gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).

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

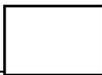
- 427 a) By personal delivery effective at the time and date of personal delivery; or
- 428 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
429 effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
- 430 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago
431 time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

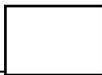
432 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.

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

435 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph
436 27 of this Contract.

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

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
441 **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed**
442 **ineffective and this Contract shall be null and void.**

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

445 **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
447 _____. **In the event the prior contract is not cancelled within the time specified, this Contract**
448 **shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser**
449 **under the prior contract should not be served until after Attorney Review and Professional Inspections provisions**
450 **of this Contract have expired, been satisfied or waived.**

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

453 **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

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

472 **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
473 date that is [CHECK ONE] _____ days after the date of Closing or _____ ("the Possession Date").
474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

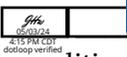
Buyer Initial Buyer Initial

Seller Initial Seller Initial

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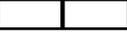
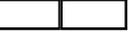
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481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484   36. **"AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable**
491 **to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be**
492 **null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated**
493 **to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or**
494 **to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and**
495 **this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

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

503   38. **ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
504 **[IDENTIFY BY TITLE]: Due diligence rider and notice of no agency disclosure. *Buyer to pay 3% commission to buyer's own**
505 **Realtor.**

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

- | | | |
|---|--|--|
| 509 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 510 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 511 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |
| 512 <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 04/15/2024

519 Date of Offer DATE OF ACCEPTANCE

520 *Jim Healy w/POA* dotloop verified 05/03/24 4:15 PM CDT 950K:100W-WFAL-FXZC 5/8/2024

521 Buyer Signature Seller Signature by:

522 *[Signature]* *Steve Brodt*

523 Buyer Signature Seller Signature by: 19499...

524 James D. Healy w/POA for Beneficiary of Chicago Title Land Trust No. 9002345567 WDS Real Estate, Inc

525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]

526 124A South County Farm Rd

527 Address [REQUIRED] Address [REQUIRED]

528 Wheaton, IL 60187

529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]

530 **jdh@gsrnh.com** **mobrien@obrienlawoffices.com**

531 Phone E-mail Phone E-mail

532 FOR INFORMATION ONLY

533 Keller Williams Innovate 27941 481.013081

534 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #

535 2430 W. Indian Trail Rd., Suite 203, Aurora, IL 60506

536 Address City Zip Address City Zip

537 Sheena Baker Helen Ochoa 227800 226629 475.144212 Sheena

538 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #

539 708-966-9743 Sheena Helen 630-546-8959

540 Phone Fax Phone Fax

541 sheena@sheenasells.com, helen@helenmyagent.com

542 E-mail E-mail

543 Jim Healy jdh@gsrnh.com Michael O'Brien Law Offices

544 Buyer's Attorney E-mail Seller's Attorney E-mail

545 124A South County Farm Rd Wheaton, IL 60187

546 Address City State Zip Address City State Zip

547 630-202-1162 630-871-9400

548 Phone Fax Phone Fax

549 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone

550 Loan Officer Phone/Fax Management Co./Other Contact Phone

551 Loan Officer E-mail Management Co./Other Contact E-mail

552 Loan Officer E-mail Management Co./Other Contact E-mail

553 Loan Officer E-mail Management Co./Other Contact E-mail

554 Loan Officer E-mail Management Co./Other Contact E-mail

555 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.

556 Seller rejection: This offer was presented to Seller on _____ at _____ a.m./p.m. and rejected on _____

557 _____ at _____ a.m./p.m. [] [] [SELLER INITIALS] [] []

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559 Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association · DuPage County Bar Association ·
560 Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley Association of REALTORS® · Kane
561 County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association · North Shore-Barrington Association
562 of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers
563 Association of REALTORS · Will County Bar Association ·



ILLINOIS REALTORS® NOTICE OF NO AGENCY RELATIONSHIP



Name of Licensee: Sheena Baker and Helen Ochoa

Name of Sponsoring Brokerage Company: Keller Williams - Innovate

Property Address: 1870 and 1900 Bilter Road, Aurora, IL 60502

NOTICE OF NO AGENCY RELATIONSHIP
(Check here if you represent either seller or buyer)

Thank you for giving Licensee the opportunity to (Insert description of work, i.e. showing property of a FSBO)
present an offer

in regard to the above mentioned property.

Licensee's Sponsoring Broker has previously entered into an agreement with a client to provide certain real estate brokerage services through Licensee who acts as that client's designated agent. As a result, Licensee will not be acting as your agent.

THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS REQUIRED BY STATE LAW.

Sheena Baker
dotloop verified
05/03/24 4:11 PM CDT
MVMP-ZWZC-GDL3-WT2Q

Licensee's Signature

Date 05/03/2024

WDS REAL ESTATE, INC
Print Customer's Name (OPTIONAL)

DocuSigned by:
Steve Brodt
Customer Signature (OPTIONAL)

Date 04/15/2024 5/8/2024

Print Customer's Name (OPTIONAL)

Customer Signature (OPTIONAL)

Date _____



Old Second

37 S. River Street
Aurora, IL 60506

Date 3/29/24
Account Number

Page 1
XXXXXXXXXXXX

Chicago Title Land Trust No: 9002345567

[Redacted]

----- CHECKING ACCOUNT -----

Account Title: [Redacted]

Master Repo Sweep		Number of Images	0
Account Number	XXXXXXXXXXXX4642	Statement Dates	3/01/24 thru 3/31/24
Previous Balance	1,061,302.37	Days in Statement Period	31
2 Deposits/Credits	2,144.76	Average Ledger	1,012,055.52
11 Checks/Debits	84,937.42	Average Collected	1,012,055.52
Service Charge	.00	Interest Earned	1,714.41
Interest Paid	1,714.41	Annual Percentage Yield Earned	2.01%
Ending Balance	980,224.12	2024 Interest Paid	5,099.89

----- ACTIVITY IN DATE ORDER -----

Date	Description	Amount
3/01	Transfer to PDA	7,481.76
[Redacted]		



Date 3/29/24 Page 2
Account Number XXXXXXXXXXXX [REDACTED]

Master Repo Sweep XXXXXXXXXXXX [REDACTED] (Continued)

ACTIVITY IN DATE ORDER		
Date	Description	Amount
[REDACTED]	[REDACTED]	[REDACTED]

DAILY BALANCE INFORMATION					
Date	Balance	Date	Balance	Date	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

INTEREST RATE SUMMARY	
Date	Interest Rate
2/29	2.000000%

1930 BILTER ROAD



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



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

2 Buyer Name(s) [PLEASE PRINT] Chicago Title Land Trust No. 9002345567 or Assignee

3 Seller Name(s) [PLEASE PRINT] Essling Don & Evelyn Trust

4 **If Dual Agency applies, check here and complete Optional Paragraph 29.**

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of _____ commonly known as:

8 1930 Bilter Rd Aurora IL, 60502 Kane
9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 15-01-200-009 Single Family Attached Single Family Detached Multi-Unit

11 **If Designated Parking is Included:** # of space(s) _____; identified as space(s) # _____; location _____

12 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

13 **If Designated Storage is Included:** # of space(s) _____; identified as space(s) # _____; location _____

14 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

- 19 Refrigerator Wine/Beverage Refrigerator Light Fixtures, as they exist Fireplace Gas Log(s)
- 20 Oven/Range/Stove Sump Pump(s) Built-in or attached shelving Smoke Detectors
- 21 Microwave Water Softener (unless rented) All Window Treatments & Hardware Carbon Monoxide Detectors
- 22 Dishwasher Central Air Conditioning Satellite Dish Invisible Fence System, Collar & Box
- 23 Garbage Disposal Central Humidifier Wall Mounted Brackets (AV/TV) Garage Door Opener(s)
- 24 Trash Compactor Central Vac & Equipment Security System(s) (unless rented) with all Transmitters
- 25 Washer All Tacked Down Carpeting Intercom System Outdoor Shed
- 26 Dryer Existing Storms & Screens Electronic or Media Air Filter(s) Outdoor Playset(s)
- 27 Attached Gas Grill Window Air Conditioner(s) Backup Generator System Planted Vegetation
- 28 Water Heater Ceiling Fan(s) Fireplace Screens/Doors/Grates Hardscape

29 **Other Items Included at No Added Value:** _____

30 **Items Not Included:** _____

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

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

35 **If Home Warranty applies, check here and complete Optional Paragraph 32.**

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 1,488,010.00*. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

39 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, **and if not, such lesser amount as the lender permits**, Seller
41 agrees to credit \$ 0 to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) **EARNEST MONEY:** Earnest Money of \$ 5,000.00 shall be tendered to Escrowee on or before 2
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered
44 by _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by _____

Buyer Initial JHpo Buyer Initial
06/08/24 12:46 PM AEST

Seller Initial EE Seller Initial
06/12/24 2:29 PM MCT

Address: 1930 Bilter Rd, Aurora, IL 60502 v7.0

45 [CHECK ONE]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee."
46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 **5. CLOSING:** Closing shall be on 09/15/2024 or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 **7. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 a) **LOAN CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or five**
57 **(5) Business Days prior to the date of Closing**, whichever is earlier, ("Loan Contingency Date") Buyer shall
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
60 as follows: [CHECK ONE] fixed; adjustable; [CHECK ONE] conventional; FHA; VA; USDA;
61 other _____ loan for _____% of the Purchase Price, plus private mortgage insurance (PMI),
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____% per annum,
63 amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____% of the loan amount.
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
74 thereafter or any extension thereof agreed to by the Parties in writing.

75 **A Party causing delay in the loan approval process shall not have the right to terminate under this**
76 **subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as**
77 **otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.**

78 **Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of**
79 **Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this**
83 **Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial  Buyer Initial

Seller Initial  Seller Initial

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise**
108 **provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
109 **real estate.**

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
111 [CHECK ONE] has has not received a completed Illinois Residential Real Property Disclosure;
112 [CHECK ONE] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 [CHECK ONE] has has not received a Lead-Based Paint Disclosure;
114 [CHECK ONE] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 [CHECK ONE] has has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
130 fees are \$ n/a per _____ (and, if applicable, Master/Umbrella Association fees are
131 \$ n/a per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

Buyer Initial  Buyer Initial

Seller Initial  Seller Initial

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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

- 137 a) Approve this Contract; or
- 138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- 139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or
- 145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 **If Notice of disapproval or proposed modifications is not served within the time specified herein, the**
151 **provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force**
152 **and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null**
153 **and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit**
154 **unilateral reinstatement by withdrawal of any proposal(s).**

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** [INITIAL IF APPLICABLE] Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of**
174 **the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return**
175 **of Buyer's Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

Buyer Initial  Buyer Initial

Seller Initial  Seller Initial

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176 b) Buyer shall serve Notice upon Seller or Seller’s attorney of any major component defects disclosed by any
177 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
178 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send
179 any portion of the inspection report with the Notice provided under this subparagraph unless such
180 inspection report, or any part thereof, is specifically requested in writing by Seller or Seller’s attorney.** If
181 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
182 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
183 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

184 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
185 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
186 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not
187 include any portion of the inspection reports unless requested by Seller.

188 d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
189 waiver of Buyer’s rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
190 in full force and effect.**

191 **13. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
192 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
193 Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof
194 of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within
195 the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in
196 full force and effect.**

197 **14. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
198 located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to
199 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
200 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**
201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

202 **15. CONDOMINIUM/Common Interest Associations:** [IF APPLICABLE] The Parties agree that the terms
203 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
204 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest
205 Community Association Act or other applicable state association law (“Governing Law”).

206 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
207 Condominium/Covenants, Conditions and Restrictions (“Declaration/CCRs”) and all amendments; public and
208 utility easements including any easements established by or implied from the Declaration/CCRs or
209 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
210 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

211 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
212 all special assessments confirmed prior to Date of Acceptance.

213 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
214 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
215 payment thereof. Absent such agreement either Party may declare the Contract null and void.

216 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
217 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
218 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
219 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

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

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

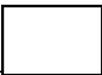
238 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

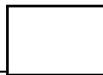
239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

246 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted
254 exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to
255 Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title
256 insurer commit to either insure against loss or damage that may result from such exceptions or survey matters
257 or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

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

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
279 be applicable to this Contract, except as modified by this paragraph.

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

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

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS]   There [CHECK ONE] are are not improvements to the Real Estate which are not
298 included in full in the determination of the most recent tax assessment.

299 [INITIALS]   There [CHECK ONE] are are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.

301 [INITIALS]   There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS]   The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

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

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF (“Portable Document Format”)
327 document incorporating the digital signature and sending same by electronic mail.

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

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

- 335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- 341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney’s fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney’s fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for “kick-out” Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 350 a) By personal delivery; or

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
- 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
- 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
- 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
- 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
- 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
- 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
- 360 of future e-mail Notice by any form of Notice provided by this Contract; or
- 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
- 362 following deposit with the overnight delivery company.
- 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
- 364 Designated Agent in any of the manners provided above.
- 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
- 366 such courtesy copies shall not render Notice invalid.

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

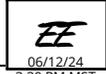
370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 [INITIALS] **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 372 consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on
 373 their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in
 374 this Contract.

375 **30. SALE OF BUYER'S REAL ESTATE:**

- 376 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:
- 377 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:
- 378 _____
- 379 Address _____ City _____ State _____ Zip _____
- 380 2) Buyer [CHECK ONE] has has not entered into a contract to sell Buyer's real estate.
- 381 If Buyer has entered into a contract to sell Buyer's real estate, that contract:
- 382 a) [CHECK ONE] is is not subject to a mortgage contingency.
- 383 b) [CHECK ONE] is is not subject to a real estate sale contingency.
- 384 c) [CHECK ONE] is is not subject to a real estate closing contingency.
- 385 3) Buyer [CHECK ONE] has has not publicly listed Buyer's real estate for sale with a licensed real estate broker
- 386 and in a local multiple listing service.
- 387 4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple
- 388 listing service, Buyer [CHECK ONE]:
- 389 a) Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local
- 390 multiple listing service within five (5) Business Days after Date of Acceptance.
- 391 [FOR INFORMATION ONLY] Broker: _____
- 392 Broker's Address: _____ Phone: _____
- 393 b) Does not intend to list said real estate for sale.

Buyer Initial  Buyer Initial

Seller Initial  Seller Initial

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

395 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is
396 in full force and effect as of _____. Such contract should provide for a closing date not
397 later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this**
398 **subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall**
399 **be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not**
400 **served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed**
401 **to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force**
402 **and effect. (If this paragraph is used, then the following paragraph must be completed.)**

403 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)
404 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate
405 prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real
406 estate on or before _____. **If Notice that Buyer has not closed the sale of Buyer's real**
407 **estate is served before the close of business on the next Business Day after the date set forth in the preceding**
408 **sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,**
409 **Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract**
410 **shall remain in full force and effect.**

411 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph
412 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three
413 (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice,**
414 **waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and**
415 **void as of the date of Notice. If Notice as required by this subparagraph is not served within the time**
416 **specified, Buyer shall be in default under the terms of this Contract.**

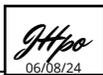
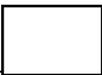
417 c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
418 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

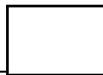
419 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph
420 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller
421 gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).

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

- 427 a) By personal delivery effective at the time and date of personal delivery; or
- 428 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
429 effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
- 430 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago
431 time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

- 432 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
- 433 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer,
434 this Contract shall be null and void.
- 435 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph
436 27 of this Contract.
- 437 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

Buyer Initial  Buyer Initial 

Seller Initial  Seller Initial 

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438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
441 **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed**
442 **ineffective and this Contract shall be null and void.**

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

445 **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
447 _____. **In the event the prior contract is not cancelled within the time specified, this Contract**
448 **shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser**
449 **under the prior contract should not be served until after Attorney Review and Professional Inspections provisions**
450 **of this Contract have expired, been satisfied or waived.**

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

453 **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

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

472 **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
473 date that is [CHECK ONE] _____ days after the date of Closing or _____ ("the Possession Date").
474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

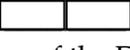
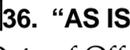
Buyer Initial  Buyer Initial

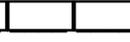
Seller Initial  Seller Initial

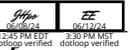
Address: 1930 Bilter Rd, Aurora, IL 60502

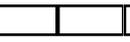
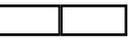
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481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

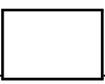
484    **36. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable**
491 **to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be**
492 **null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated**
493 **to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or**
494 **to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and**
495 **this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

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

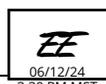
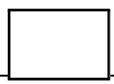
503    **38. ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
504 **[IDENTIFY BY TITLE]: Rider 1 for Due Diligence and Rider 2 a Post Closing Occupancy License. *Buyer to pay 3%**
505 **commission to buyer's own Realtor.**

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

- | | | |
|---|--|--|
| 509 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 510 <input type="checkbox"/> or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 511 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input type="checkbox"/> Vacant Land |
| 512 <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

Buyer Initial  Buyer Initial 

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Seller Initial  Seller Initial 

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513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.

515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 06/07/2024 06/12/2024

519 Date of Offer DATE OF ACCEPTANCE

520 Jim Healy as POA dotloop verified 06/09/24 12:45 PM EDT A7D7-0215-AGBI-4EMU Evelyn Essling dotloop verified 06/12/24 2:30 PM MST BWK7-3AG5-AJFN-MTRH

521 Buyer Signature Seller Signature

522 [Signature] [Signature]

523 Buyer Signature Seller Signature

524 Jim Healy as POA Chicago Title Land Trust No. 9002345567 or Assignee Essling Don & Evelyn Trust

525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED]

526 _____

527 Address [REQUIRED] Address [REQUIRED]

528 _____

529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]

530 jdh@gsrnh.com

531 Phone E-mail Phone E-mail

532 **FOR INFORMATION ONLY**

533 Keller Williams Innovate 27941 481.013081

534 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #

535 2430 W. Indian Trail Rd, Suite 203, Aurora, IL 60506

536 Address City Zip Address City Zip

537 Sheena Baker Helen Ochoa 227800 226629 475.144212

538 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #

539 708-966-9743 Sheena Helen 630-546-8959

540 Phone Fax Phone Fax

541 sheena@sheenasells.com; helen@helenmyagent.com

542 E-mail E-mail

543 Jim Healy as POA jdh@gsrnh.com

544 Buyer's Attorney E-mail Seller's Attorney E-mail

545 _____

546 Address City State Zip Address City State Zip

547 630-202-1162

548 Phone Fax Phone Fax

549 _____

550 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone

551 _____

552 Loan Officer Phone/Fax Management Co./Other Contact Phone

553 _____

554 Loan Officer E-mail Management Co./Other Contact E-mail

555 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
556 **Seller rejection:** This offer was presented to Seller on _____ at _____ a.m./p.m. and rejected on _____
557 _____ at _____ a.m./p.m. [SELLER INITIALS]

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559 Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association · DuPage County Bar Association ·
560 Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley Association of REALTORS® · Kane
561 County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association · North Shore-Barrington Association
562 of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers
563 Association of REALTORS · Will County Bar Association ·

THIS RIDER IS MADE part of the Real Estate Contract dated 06/07/2024 the "Contract") between Don & Evelyn Essling - Trust (the "Seller") and Chicago Title Land Trust No 9002345567 (the "Buyer") in connection with the sale of real property located at 1930 Bilter Rd, Aurora, Illinois (the "Property"). In the event of any conflict between this Rider and the printed form of the Contract, the terms of this Rider shall control.

1. **DUE DILIGENCE:**

A. **Seller Supplied Documents.** Not later than 5 (five) days after the Effective Date, Seller will deliver to Buyer for Buyer's review and approval, the following items (or, for any of the following items that do not exist, Seller's written certification that such do not exist to Seller's best knowledge):

- i. All licenses or permits that any governmental authority has issued with respect to the Property.
- ii. Copies of all environmental assessment reports and other documentation in Seller's possession pertaining to the environmental condition of all or any part of the Property.
- iii. Copies of all agreements, if any, entered into with any governmental agency, board, commission or department or other party affecting the Property, including without limitation, annexation or improvement agreements, and all amendments thereto.
- iv. Any and all soil reports or tests pertaining to the Property made for Seller and currently in Seller's possession.
- v. Any and all notices of violations of, and any and all files of Seller pertaining to the compliance or non-compliance of the Property with applicable zoning, building, environmental, health, safety and other codes, laws, regulations and ordinances, which Seller has received or maintains.
- vi. Any leases and other agreements with any third party whereby any tenancy, license or easement or other rights to use all or any part of the Property, or any fixtures or equipment located thereon, are granted to any third party.
- vii. Any agreements with any third party whereby any license or easement or other rights to use all or any part of the Property of such third party are granted to the owner or party in possession of the Property.
- viii. All contracts with third parties for the provision of services to the Property.
- ix. All certificates of occupancy issued by any governmental authority with respect to the Property.
- x. All plans and specifications pertaining to the buildings and improvements located on the Property.

- xi. All reports setting forth the results of any inspection of the building, building components or building equipment, or other improvements located on the Property.
- xii. All plats of survey of the Property not more than six (6) months old.

B. Buyer's Due Diligence. The Buyer shall have the right to conduct, or cause to be conducted, any inspections, investigations, appraisals, evaluations and tests of the Property, including environmental investigation and testing, that Buyer deems necessary or desirable (collectively, the "**Investigations**"), within sixty (60) days of the Effective Date ("the "**Contingency Period**"), all at the Buyer's expense, including, without limitation, the following:

- i. Inspections of an environmental nature through selection and retention of environmental and other consultants to examine and inspect the physical condition of the Property (including the groundwater thereunder), to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate.
- ii. Inspections of the buildings and improvements located on the Property including, without limitation, the foundation, roof and other structural elements, heating, ventilation and air conditioning equipment and systems, electrical equipment and systems, and plumbing fixtures, equipment and systems.
- iii. Determination of the availability and adequacy of utilities, whether any part of the Property is located in a flood plain or flood hazard area, adequacy of access to public roads, and adequacy of parking for the intended use.

C. Approvals. During the Contingency Period, Buyer shall have the right to seek and obtain all approvals, licenses and permits (collectively, "Permits") from all governmental authorities having jurisdiction over the Property that are necessary or desirable to allow Buyer to construct improvements necessary, and to operate the Property for Buyer's intended use, including, without limitation, building Permits, Permits for necessary parking, curb cuts, driveways, signage desired by Buyer at locations approved by Buyer, and other improvements in accordance with Buyer's plans and specifications.

D. Seller's Cooperation. During the Contingency Period, Seller shall cooperate with Buyer in Buyer's efforts to conduct the Investigations and to seek and obtain Permits, and Seller shall grant to Buyer and Buyer's agents, contractors and inspectors, unrestricted access to the Property in connection therewith. Buyer shall be responsible for the repair or cost of repairing any damage to the Property caused by Buyer or Buyer's agents, contractors and inspectors directly arising from such access.

E. Condition of Inspections. All inspections shall occur with prior reasonable notice to the Seller. Any tests, examinations or inspections of the Property by Buyer and all costs and expenses in connection with such testing, examination and inspection of the Property shall be at the sole cost of Buyer and shall be performed in a manner not to unreasonably interfere with Seller's ownership of the Property or increase Seller's liability with respect to its ownership of the Property.

F. Buyer's Right to Terminate. In the event that the Buyer determines, in Buyer's sole discretion, for any reason or no reason at all, that the results of the Investigations, or any component thereof, are not satisfactory to Buyer and notifies Seller within five (5) days of the expiration of the Contingency Period, Buyer may terminate this Contract and the Earnest Money shall be immediately returned to the Buyer.

Evelyn Essling
Seller

dotloop verified
06/12/24 3:30 PM
MST
NLRL-EKKO-JJE0-I5RS

Jim Healy as POA
Buyer

dotloop verified
06/08/24 11:44 AM EDT
VYV8-AWT0-H89Y-2HEU

POST CLOSING OCCUPANCY LICENSE AGREEMENT

RIDER No. 2

This Post-Closing Occupancy License Agreement – Rider No. 2 (the “Agreement”) is made a part of the Multi-Board Residential Real Estate Contract 7.0 dated June 6, 2024 (the “Contract”), by and between Evelyn Essling as Successor Trustee of the Don and Evelyn Essling Trust Dated February 22, 2001 (the “Seller”) and Chicago Title Land Trust No. 9002345567 or Assignee (the “Buyer”) for the property located at 1930 Bilter Road, Aurora, Illinois PIN No. 15-01-200-009 (the “Property”). Anything contained in the Contract to the contrary notwithstanding, the parties agree as follows:

WHEREAS, the undersigned are the parties to the Contract with respect to the Property;

WHEREAS, pursuant to the terms of the Contract, the closing of the transaction is to occur on or about September 15, 2024 (the “Closing”);

WHEREAS, the Seller has requested possession of the Property after the Closing;

WHEREAS, Buyer agrees to grant the Seller occupancy of the Property after Closing subject to the terms and conditions stated herein.

WHEREAS, Bernard Weiler of Mickey, Wilson et. al. agrees to act as Escrowee.

THEREFORE, in consideration of Ten and 00/100 Dollars in hand paid, the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

WITNESSETH:

1. Grant of License. Subject to the performance by Seller of all the obligations, covenants and agreements herein contained in the Contract and this Agreement on the part of Seller, Buyer hereby grants to Seller the right, privilege and license to possess and occupy that portion of the Property described in Exhibit A attached hereto and incorporated herein, commencing at Closing and terminating at 12:00pm July 31, 2025.

2. Use and Occupancy Charge. None

3. Security Deposit.

(A) Seller agrees to deposit from the sales proceeds under the Contract a Security Deposit in the amount of TWENTY THOUSAND and No/100 Dollars (\$20,000) as a security deposit to secure Seller’s obligations under this Agreement. The Security Deposit shall be held by Escrowee. The Security Deposit shall be returned to Seller only after the Seller vacates the

Property, and after any and all costs, fees or other amounts that may be due Buyer under this Agreement are paid to Buyer out of the Security Deposit.

(B) The Escrowee shall be held harmless from any claims or liabilities between the parties in this Agreement. If the parties have not authorized disbursement of the funds by August 31, 2025, then Escrowee may proceed as follows: Escrowee may file suit or interpleader and deposit the 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 attorneys fees incurred due to the filing of the Interpleader. If the amount held in Escrow is inadequate to reimburse Escrowee for the costs and attorneys fee, Buyer and Seller shall be jointly and severally indemnify Esrowee for the additional costs and fees incurred in filing the Interpleader action.

4. Utilities. Seller agrees to pay all expenses incurred by Seller's use of the Property, including but not limited to any utilities during the occupancy period which utilities include, but are not limited to, gas, water, sewerage, garbage, electric and telephone service, if applicable. This includes any costs to operate or maintain the well, pump or septic field(s).

5. Use. Seller shall not use, nor allow to be used, the Property for any purpose other than residential, nor to be occupied in whole or in part by any persons other than Seller and Seller's heirs, it being understood and agreed this Agreement is personal to only to Seller.

6. Maintenance and Compliance. Seller shall, at all times during the term of this Agreement, keep the Property in a clean, sightly and healthy condition, and, further, shall commit or suffer no waste thereon. Seller will in every respect comply with all applicable Federal, State, County and municipal ordinances with the rules and orders of the local health officer, with the orders and requirements of the police/sheriff department, with the requirements of an underwriters association so as not to increase the rate of insurance upon the Property, building and contents thereof, and with the rules and order of the fire department in respect to any matters coming within their jurisdiction.

7. Limitation of Liability. To the extent permitted by the laws of the State of Illinois, Buyer shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water or other pipes, sewerage, or the bursting, leaking or running from and cistern, tank, water closet or waste pipe in, above, upon, or about the Property.

8. Fire and Casualty. In case the Property shall be rendered untenable by fire or other casualty, Buyer shall not be obligated or liable to Seller for the repair and/or restoration of the Property, including but not limited to any part of the house and barn, or the repair and/or replacement of Seller's personal property damaged or destroyed.

9. Indemnity/Insurance.

(A) Seller shall maintain, for each day Seller is in possession of the Property, a policy of liability insurance insuring Buyer against all risks with liability limits of \$1,000,000.00, and the Buyer shall be named as additional insured on the policy.

(B) Seller shall indemnify, save, protect and hold forever harmless the Buyer, their respective assigns, successors, heirs, executors, administrators, employees and agents ("Indemnitees" for the purpose of this paragraph only) from and against any and all liability, obligations, claim, penalty, loss, cost, damage or expense (including, without limitation, Court cost and attorneys' fees and expenses), which Indemnitees, or any of them, may suffer, incur or sustain, or for which Indemnitees, or any of them, may become liable by reason of or in connection with (a) any accident or injury to or death of any persons, or loss of, or damage to, property (including the loss of the use thereof) occurring on or about the Property, or any part thereof, (b) the performance of any labor or services, or the furnishing of any materials or property, by or for the account of Seller, in respect to the Property, or (c) any failure on the part of Seller to pay, perform or comply with any of the terms or provisions of this Agreement. In case any action, suit or proceeding is brought against Indemnitees, or any of them, by reason of the occurrence of any of the foregoing events, Seller will, at Seller's expense, resist and defend such action, suit or proceeding and cause the same to be resisted and defended by legal counsel approved by Buyer.

10. Personal Possessions. Until 12:00 p.m. on July 31, 2025, Seller may, but shall not be obligated to, remove any and all personal and non-personal items from the Property. Seller and Buyer agree that any items of personal and/or non-personal property not removed from the Property by 12:00 p.m. on July 31, 2025, or such earlier time as Seller notifies Buyer that Seller has vacated the Property, shall be disposed of by Buyer, at Buyer's cost and in any way Buyer sees fit, including the junking of all such items.

11. Surrender. On July 31, 2025 Seller agrees to immediately vacate and surrender possession of the Property to Buyer. In the event Seller does not vacate and surrender the Property on July 31, 2025, in addition to any other rights or remedies available to Buyer hereunder at law or in equity, Buyer shall be entitled to receive the entire amount of the Security Deposit held in Escrow as liquidated damages, it being mutually acknowledged and agreed if Seller shall fail to so vacate and surrender possession of the Property, the damages sustained by Buyer would be substantial and difficult to ascertain and, therefore, said sum constitutes a fair and just estimation of the damages which would be sustained by Buyer as a result of the failure of Seller to vacate and surrender possession of the Property. Upon vacation and surrender of the Property, Seller shall deliver to Buyer, at the place to be designated by Buyer, all keys to the Property, or any part thereof, and any other moveable mechanical control devices, then in the possession of Seller.

12. Condition of Premises at Termination of License. Seller agrees to vacate the Property no later than 12:00p.m. on July 31, 2025, and shall give the Buyer notice that the Property has been vacated within 24 hours after the Property has been vacated. Seller agrees to leave the Property in a clean, sightly and healthy condition acceptable to Buyer at the time

the Property is vacated. Seller understands any personal or non-personal property remaining on the Property at the time the Property is vacated shall, and will be, disposed of by Buyer at Buyer's cost, in any way the Buyer sees fit.

13. Repair. Seller agrees that subject to ordinary wear and tear, the Property and all mechanical and electrical equipment shall be in the same condition upon termination of this Agreement as the condition on the Closing Date. Seller agrees to maintain and repair any damage to the Property and any mechanical, electrical, plumbing or other equipment during the occupancy period, no matter the reason for the need for repair. Buyer shall not be in any way liable for or obligated to make any repairs or replacements for such items.

14. Default. If default be made in any of the obligations, covenants and agreements herein contained, to be performed or kept by Seller, it shall be lawful for Buyer, at any time thereafter, and at their sole election, and without notice, to declare the terms of this Agreement ended and demand immediate possession of the Property, or any part thereof.

15. Payment of Costs. Seller further covenants and agrees to pay and discharge all reasonable costs, attorneys' fees and expenses that shall be made or incurred by Buyer in enforcing the covenants and agreements of this Agreement.

16. Plurals; Successors. The words, Seller and Buyer wherever herein occurring and uses shall be construed to mean Sellers and Buyers in case more than one person constitutes either party to this Agreement, and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns, as the case may be, and be exercised by his or their attorney or agent.

17. Severability. Any clause, provision or portion of this Agreement or application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement or any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion thereof to other persons/circumstances.

18. Termination. This Agreement shall terminate at 12:00 pm on July 31, 2025 upon Seller's vacating the Property and turning over possession to Buyer. If this Agreement should terminate before then as a result of Seller's failure to comply with the provisions of this Agreement, Seller shall surrender possession of the Property to Buyer at the time such failure to comply pursuant to the terms of this Agreement and shall also relinquish any and all rights Seller may have under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Chicago Title Land Trust No. 9002345567

Evelyn Essling as Successor Trustee of the Don and Evelyn Trust Dated February 22, 2001

Jim Healy as PMA
dotloop verified
06/08/24 11:43 AM EDT
7KU5-4Q5M-E9RU-QPHY

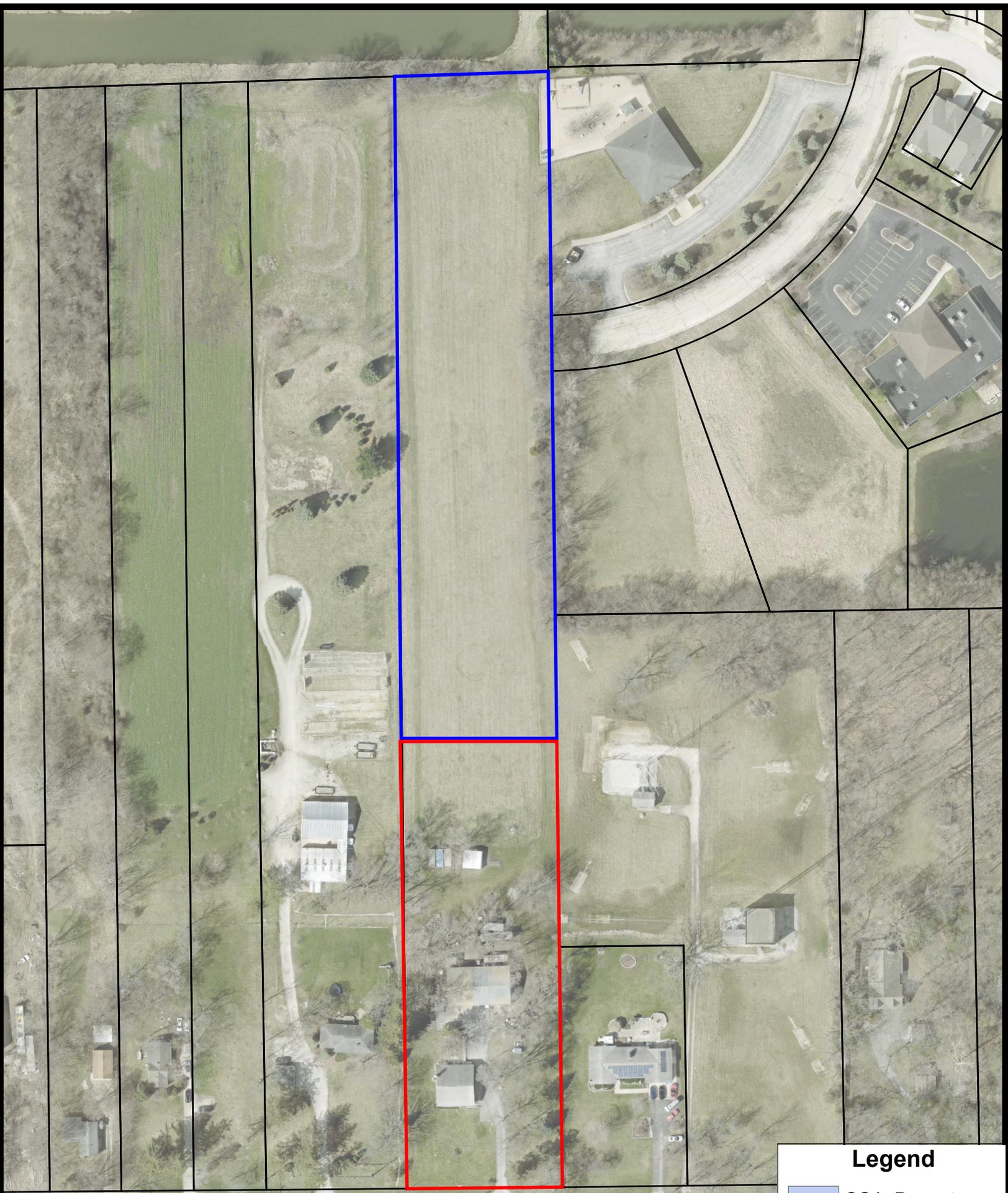
Evelyn Essling
dotloop verified
06/12/24 3:30 PM MST
QIKZ-YZXO-DXGZ-7HPZ

EXHIBIT A

Description of License Area

Starting at the SW corner of the south property line and extending north 507 feet, then easterly to the to the eastern property line, then south to the southeast corner of the south property line, then west to point of origin.

The licensed property would sum up to approximately 87,120 square feet or 2 acres as depicted in the attached location map



Legend

-  COA_Property
-  Licensed Property



ILLINOIS REALTORS® NOTICE OF NO AGENCY RELATIONSHIP



Name of Licensee: Sheena Baker and Helen Ochoa

Name of Sponsoring Brokerage Company: Keller Williams - Innovate

Property Address: 1930 Bilter Rd, Aurora, IL 60502

NOTICE OF NO AGENCY RELATIONSHIP
(Check here if you represent either seller or buyer)

Thank you for giving Licensee the opportunity to (Insert description of work, i.e. showing property of a FSBO)

present an offer

in regard to the above mentioned property.

Licensee's Sponsoring Broker has previously entered into an agreement with a client to provide certain real estate brokerage services through Licensee who acts as that client's designated agent. As a result, Licensee will not be acting as your agent.

THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS REQUIRED BY STATE LAW.

<i>Sheena Baker</i>	dotloop verified 04/10/24 10:21 AM CDT NBZD-ZDP1-AFOB-WRBQ
<i>Helen Ochoa</i>	dotloop verified 04/19/24 3:18 PM CDT MTIZ-QTE0-J6KH-IUKX

Date 04/10/2024

Licensee's Signature

Essling Don & Evelyn Trust
Print Customer's Name (OPTIONAL)

<i>Evelyn Essling</i>	dotloop verified 06/12/24 3:30 PM MST FA4W-012H-XL4R-MTX2
-----------------------	---

Customer Signature (OPTIONAL)

Date _____

Print Customer's Name (OPTIONAL)

Customer Signature (OPTIONAL)

Date _____