

EGYPTIAN BOARD OF REALTORS®, INC.
LOTS AND LAND SALES CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
SEEK THE ADVICE OF YOUR ATTORNEY PRIOR TO SIGNING

DISCRIMINATION. IT IS ILLEGAL FOR EITHER THE OWNER OR THE BROKER TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF ONE'S MEMBERSHIP IN A PROTECTED CLASS, E.G.: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.

1. Buyer agrees to buy and Seller agrees to sell the property described in Paragraph 2 below, all according to the terms and provisions of this Lots and Land Sales Contract.

Seller

Buyer

Seller

Buyer

Phone

Phone

Email

Email

Street

Street

City/State/Zip

City/State/Zip

Buyer directs title transfer, as (check one): ____ (Sole Owner) ____ (Joint Tenancy with Right of Survivorship) ____ (Tenants in Common) ____ (Other), the following described Real Estate:

2. LEGAL DESCRIPTION (Complete legal attached): ☐ Or to follow on deed.

located in the County of _____, State of Illinois. Parcel Tax ID# _____

Commonly known as: _____ City of _____, IL.

3. PURCHASE PRICE \$

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Earnest money in the amount of \$ _____ in the form of (Cash) ____ (Check) ____ shall be delivered upon execution of this contract. Refund of earnest money is subject to the terms in Paragraph 18. The balance of Purchase Price, adjusted by pro-rations, credits allowed by the parties, and closing costs shall be paid at closing by certified or cashier's check, or electronic wire transfer as required by law, the title agent or as may be required by the Lender.

4. CLOSING DATE: The closing shall not be later than _____ or at such other time and such place as may be mutually agreed upon by the parties in writing.

Rev. 12/13/2019

Seller _____ Seller _____

Buyer _____ Buyer _____

50 5. FIXTURES AND PERSONAL PROPERTY: Seller agrees to transfer to Buyer, all fixtures which are so attached
51 or built in, the removal of which, would leave the premises in an incomplete or unfinished condition;
52 together with the following items:
53 _____
54 _____

55 6. METHOD OF PAYMENT (check one):

56 (A) _____ CASH SALE

57 (B) _____ FINANCING CONTINGENCY: This contract is contingent upon Buyer obtaining a written
58 mortgage loan commitment of _____% of the Purchase Price for a _____ Conventional or
59 _____ mortgage loan with an initial _____ Fixed Rate, _____ Adjustable rate of interest
60 not to exceed _____ percent, to be amortized in monthly installments for _____ years.
61 The Buyer and Seller agree as follows:

- 62
63 (i) Buyer shall make written loan application no later than _____, 20__, or
64 _____ calendar days after final acceptance date, and Buyer will diligently pursue
65 obtaining a written commitment for such financing, including, but not limited to, providing
66 Lender with all pertinent information deemed necessary by the Lender and correcting
67 erroneous credit reports. Failure to do so shall constitute a Buyer default of this Contract.
68 (ii) Buyer shall provide written loan commitment or letter of loan rejection to Seller no later
69 than _____, 20__, or _____ calendar days after final acceptance date.
70 Failure to do so shall constitute a Buyer default of this contract.
71 (iii) In the event the aforementioned financing or other reasonable financing cannot be
72 obtained, and Buyer has complied with 5(B)(i) AND 5(B)(ii) ABOVE, THEN THIS CONTRACT
73 SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT.
74

75 7. POSSESSION: At the time of Closing, Seller shall deliver to Buyer possession of the premises and all personal
76 property sold in conjunction with the property will be conveyed to Buyer hereunder. On or before Closing,
77 Seller shall remove all debris and personal property not to be sold to Buyer hereunder from the Premises.
78 Title to the real estate, improvements, fixtures, included personal property, and all other responsibilities of
79 ownership shall pass to the Buyer at Closing. In the event possession is to be granted prior to closing or after
80 closing, Addendum B - Post Closing Possession or Addendum C – Pre-Closing Possession should be attached
81 as part of this Contract. A failure on the part of Seller to transfer possession as specified will not make Seller
82 a tenant of Buyer, but in such event Seller shall pay to Buyer \$ _____ per day as damages for
83 breach of contract and not as rent. All other remedies, which Purchaser may have under law, are reserved to
84 Purchaser.
85

86 8. SELLER'S REPRESENTATIONS: Seller, or its beneficiaries, warrant that notice has not been received from
87 any state or local government authority of any zoning, building, fire, or health code violations, or of any
88 pending rezoning, or of any pending special assessment from any governmental body affecting the Real
89 Estate or improvements.
90

91 9. DUE DILIGENCE: This Contract is contingent upon satisfactory inspections of the property by the Buyer
92 and the Buyer's ability to obtain all proper permits to develop this property for their use(s) from the seller
93 and/or all governmental bodies and/or agencies and/or utility companies. Examples (not all inclusive)
94 could be zoning, utility availability, EPA permits, satisfactory covenants and restrictions, satisfactory site
95 plans, satisfactory building permits, building inspections, etc.
96

(A) Buyer's inspections will be completed within _____ calendar days after the final acceptance date of this Contract.

(B) Buyer shall have Development Approval within _____ calendar days after the final acceptance date of this Contract. If Buyer does not have Development Approval by this time, then Buyer may do one of the following:

(i) Cancel this contingency and proceed with this Contract as written.

(ii) Negotiate with the seller to remedy any outstanding issues within 10 days of written notification to the seller. After 10 days, this Contract is null and void unless both Buyer and Seller have an amended written and signed agreement concerning the Development Approval.

(iii) Cancel this Contract and declare it null and void.

(C) FLOOD AREA: Buyer _____ may _____ may not terminate this Agreement if the Property lies in an NFIP designated flood hazard area.

10. ACCESS: Seller agrees to permit inspections of the property by appraisers, contractors or inspectors selected by Buyer as provided for in the contract and appraisals required by the Buyer's lender upon reasonable advance notice to Seller. Buyer if accompanied by Buyer's Broker(s) may also be present during inspections and final walk through. Seller grants Buyer if accompanied by Buyer's Broker(s) the right to enter and "walk through" the property and the right to have utilities turned on or to be transferred at Buyer's expense, within four (4) calendar days prior to closing. This right is for Buyer to see that the property is in the same general condition as it was on the date of this contract and that repairs, if any, are completed in a workmanlike manner. Waiver of inspections does not waive the right to a final walk through.

11. NOTICES. All notices to a party shall be sent by first class mail, facsimile, or personal delivery to the applicable party, and a copy to the appropriate Broker. The notices shall be deemed received as of date of personal delivery, receipt of mailing, receipt of email, or fax transmittal. Notices on behalf of a particular party may be initiated and sent by the applicable Buyer's Broker and/or Seller's Broker, and such Broker shall be responsible for having the requisite authority for providing the content of the notice so remitted.

12. RISK OF LOSS. If, prior to delivery of deed, hereunder, the improvements on said premises shall be destroyed or materially damaged by fire or casualty, Buyer shall have the option of declaring this contract null and void or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds the Seller agrees to assign to the buyer.

13. PRORATIONS, DEPOSITS AND SPECIAL ASSESSMENTS: Rents, Association Fees, propane fuel and current operating expenses, if any, shall be pro-rated to date of closing. Any deposits held shall be transferred to buyer at closing. Seller shall pay special assessments at closing.

14. REAL ESTATE TAXES: Seller shall pay by or at closing Real Estate taxes payable. If the Real Estate is being taxed as a part of a large parcel, or if, at the time of closing, the real estate has not yet been taxed as a fully improved parcel, then the buyer and seller agree to re-prorate the taxes upon the issuance of the first tax bill showing the real estate as split from the larger parcel or as fully improved. Real Estate taxes that are a lien on the property but not yet payable shall be prorated to the date of closing as follows
Initial only one)

_____/_____. A. The general real estate taxes shall be prorated based upon _____% percent of the most recent available tax bill.

_____/_____. B. The general real estate taxes shall be prorated based upon _____% percent of the most recent assessed value, exemptions, tax rate & multiplier as provided by the county office of assessments.

_____/_____. C. Buyer shall be credited for the 20____real estate taxes, at closing, based upon the most current and available information, including confirmed multipliers.

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

The Buyer will pay all Real Estate taxes accruing after the closing date, and at all times thereafter, although the taxes may increase or decrease. Seller and Buyer agree that the Brokerage firm, cooperating licensees, and/or designated Brokers shall have no liability or obligation to any of us on account of any increase or decrease of Real Estate taxes, assessments, multipliers or tax rates.

15. SURVEY. (Initial A, B, C or D)

_____/_____. A. No survey shall be provided.

_____/_____. B. This contract is contingent upon a current survey performed by a registered land surveyor to be presented to and accepted by the Buyer prior to closing, and shall be paid for by the Seller _____ Buyer _____ Other _____.

_____/_____. C. Registered surveyor to locate the property corners to be presented to and accepted by the Buyer prior to closing, and shall be paid for by the Seller _____ Buyer _____ Other _____.

_____/_____. D. Existing survey shall be provided and presented to and accepted by the Buyer no later than fourteen days after Final Acceptance.

16. CONFIRMATION AND CONSENT TO DUAL AGENCY: The undersigned confirm that they have previously consented to _____ "Licensee(s)", acting as a Dual Broker in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Broker in regard to the transaction referred to in this Contract.

Seller _____ Buyer _____

17. TITLE:

Prior to closing, Seller shall furnish to Buyer and/or Buyer's Lender, at Seller's expense a commitment for an owner's title insurance policy, including owners policy and financing statement search, if applicable, dated after the Final Acceptance date of this contract, showing a good and merchantable title, subject to prior reservations or transfers of mineral rights, all easements, restrictive covenants, all reservations of public record, if any, and all zoning laws and ordinances, which do not unreasonably interfere with Buyer's intended use of the property. Such title insurance is to be issued in the amount of the purchase price .

Rev. 12/13/2019

Seller _____ Seller _____

Buyer _____ Buyer _____

193
194 **18. EARNEST MONEY AND DEFAULT:** The earnest money shall be held by the: _____ Listing Broker
195 _____ Selling Broker _____ Other (hereinafter referred to as "Escrowee") for the mutual benefit of the
196 parties and is subject to release in accordance with Illinois Statute 225 ILCS 454/20-20 (a)(17), and 68
197 Illinois Adm. Code 1450-750. The Escrowee will hold any such money in a special, non-interest
198 bearing account and it shall be disbursed according to the terms of this contract. However, in the
199 event this contract is breached or unable to be performed by any party to this contract, the following
200 shall apply:

- 201 A. If the contract is breached or unable to be performed by the Seller, then at the Buyer's option,
202 after notice to the Seller, Buyer may
203 I.) proceed to closing notwithstanding Seller's failure to perform all of the Seller's obligations,
204 without waiving any other remedies for Seller's nonperformance, or
205 II.) request return of earnest money.
206 B. If the contract is breached or unable to be performed by the Buyer, then at the Seller's option,
207 after notice to the Buyer, the earnest money shall be forfeited to the Seller and applied first to
208 the payment of Broker's expenses incurred on behalf of the parties, and next to the Seller not as
209 liquidated damages, but as partial reimbursement for actual damages incurred.

210 Upon receipt of a written request from Buyer or Seller for return or delivery of the earnest money or the
211 failure of the transaction to close as provided for in this contract, the Escrowee shall give written notice to
212 the parties, as provided for in this contract, at least fourteen (14 days) prior to the intended disbursement
213 of the earnest monies indicating how the Escrowee intends to disburse the earnest money if no written
214 objection is received from any party. If no written objection is received by the date indicated in the notice
215 then the Escrowee shall distribute the earnest monies as indicated in the written notice to the parties. If
216 any party objects in writing to the intended disbursement of the earnest monies then those earnest monies
217 shall be held until receipt of written instructions from all parties or until receipt of an order of a Court.
218

219 Alternatively, the Escrowee may interplead any funds held into the Court for distribution after resolution of
220 the dispute between Seller and Buyer by the Court. The Escrowee may retain from the funds deposited
221 with the Court the amount necessary to reimburse the Escrowee for court cost and reasonable attorney's
222 fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse
223 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify the Escrowee for
224 additional cost and fees incurred in filing the Interpleader action.
225

226 The foregoing remedies are not intended to be exclusive, and the parties shall have the additional right to
227 all other lawful remedies including specific performance. DAMAGES ARE NOT LIMITED TO THE AMOUNT IN
228 ESCROW. In the event of any breach of this contract, the breaching party shall pay on demand the
229 reasonable attorney fees incurred by the other party as a result of the breach of this contract.
230

231 **19. Seller and Buyer are advised that TIME IS OF THE ESSENCE in this contract.**

232
233 **20. FORM 1099S** The parties agree to provide the necessary information to complete form 1099S and
234 authorize its proper distribution.
235

236
237 **21. PLAT ACT COMPLIANCE.** If applicable, Sellers agree to fully comply with all provisions of 765ILCS205
238 known as the "Plat Act", and if required by
239 the recorder's office will furnish affidavit of compliance.
240

241 **22. AUTHORIZATION: SELLER AND BUYER** hereby authorize lender, title companies and any other
242 institutions to release to Designated Broker(s) or Brokerage firm any information pertaining to this
243 property.
244

245 **23. FINAL SETTLEMENT:** Closing of the sale and acceptance of the deed by BUYER shall constitute
246 acknowledgment that the real estate, improvements, mechanical systems and appliances are in acceptable
247 condition to the BUYER.
248

249 **24. ENTIRETY OF AGREEMENT.** This contract contains the entire agreement between the parties and no
250 oral representation, warranty or covenant exists other than those herein stated. Buyer acknowledges and
251 agrees that, except as otherwise expressly set forth in this contract, neither Seller nor any Broker or
252 representative of Seller or Buyer has made or shall be deemed to have made any oral or written
253 representation or warranty concerning any matter connected with or relating to the purchase and sale
254 hereunder.
255

256 **25. ELECTRONIC SIGNATURES.** The parties hereto may show their consent to any action, instrument, or
257 document by manual signature reproduced and transmitted through any electronic means; or by the
258 adoption of electronic signatures as may be provided or agreed to by the parties. The parties agree that
259 they waive any issue as to the validity of a signature for the sole reason of its electronic transmission or that
260 such signature is not a manual original.
261

262 **26. EXECUTION.** This contract shall be effective and binding when SELLER and BUYER have each signed a
263 copy, even if both have not signed the same copy, and signed copies have been duly delivered to Buyer and
264 Seller. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs,
265 executors, administrators, and assigns of the parties.
266

267 **27. FINAL ACCEPTANCE DATE DEFINED:** The Final Acceptance Date shall be the date when an offer and/or
268 counteroffer has been duly signed, dated, and indicated in this Agreement as an Acceptance by the last
269 party to agree as referenced on the last page of this agreement.
270

271 **THE FOLLOWING PARAGRAPHS 28-43 APPLY ONLY IF INITIALED BY ALL PARTIES.**
272

273 ____/____/____ **28. MINERAL RIGHTS:** The Buyer will receive such of Seller's, water, oil, gas,
274 coal and other mineral rights not conveyed or reserved of record as follows (check one):
275

- 276 (A) ____ ALL
277 (B) ____ %
278 (C) ____ None
279 (D) ____ Other
280

281
282 ____/____/____ **29. ENVIRONMENTAL:** Seller has received no notice that the property is in
283 violation of any environmental laws. To the best of Seller knowledge (a) the property was never
284 utilized for the treatment, storage or disposal of pollutants, contaminants or other harmful or
285 hazardous substances; (b) there are no pollutants, contaminants or other harmful or hazardous
286 substances (including, but not limited to, asbestos containing materials and/or underground
287 storage tanks) located on the Property, and (c) there have been no underground leaks or releases

of hazardous substances, petroleum, fuel oil, or other pollutants from any underground storage tank or otherwise on any property which is owned by Seller adjacent to the Property.

(A) The Buyer shall pay for the costs of a Phase I Environmental Assessment if necessary. In the event that a Phase II Environmental Assessment is recommended due to the results of the Phase I Environmental Assessment, then a Phase II Environmental Assessment shall be completed with the cost to be paid by the Seller. In the event that a Phase III Environmental Assessment is recommended due to the results of the Phase II Environmental Assessment, then a Phase III Environmental Assessment shall be completed with the cost to be paid by the Seller. In the event that the results of the Phase III Environmental Assessment recommend a remedial plan, the Seller shall have all necessary work completed and be solely responsible for all expenses with regards to the remedial plan as recommended.

(B) This contract is contingent upon Buyer's ability to obtain hazard insurance for the property. If within _____ days from the date of this contract, Buyer does not deliver to Seller or Seller's broker a written notice from an insurance company of Buyer's inability to obtain hazard insurance on the property, this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this paragraph and timely provided written notice to Seller of Buyer's inability to obtain such insurance, then this contract shall be terminated

_____/_____/_____ 30. CREDIT OR ALLOWANCE TO BUYER: It is agreed by and between the parties hereto that Buyer shall receive a credit or allowance from Seller at the time of closing in an amount equal to \$ _____ to cover the follow items:

_____/_____/_____ 31. ARTICLES OF AGREEMENT FOR DEED (CONTRACT FOR DEED): The parties agree that "Articles of Agreement for Deed" or "Contract for Deed", acceptable to the parties and their attorneys, shall be prepared by Seller's _____ Buyer's _____ attorney, at the expense of Seller _____ Buyer _____, on or before _____ consistent with the following terms: Down Payment (including earnest money) \$ _____ Monthly payment (including principal & interest) \$ _____ The amount of any monthly payment representing principal and interest is a sum, which will amortize the contract balance of \$ _____ at an interest rate of _____% over a period of _____ years with a balloon payment in _____ years. The Parties agree that they shall not be legally obligated to the aforesaid suggested terms unless and until "Articles of Agreement for Deed" or "Contract for Deed" are approved and signed by the Parties.

_____/_____/_____ 32. PROPERTY OWNERS ASSOCIATION APPROVAL: This Contract is expressly subject to the Rules and Regulations and/or By-laws of any association of property owners that may be applicable, namely _____.

_____/_____/_____ 33. SALE OF BUYER'S PROPERTY CONTINGENCY: (*Buyer HAS NOT entered into a purchase contract on Buyer's property*). If Parties have executed this provision then this Contract is contingent upon Buyer securing a signed purchase contract on Buyer's property located _____ at: _____, City _____, State of _____. When a sales contract has been written and accepted by Buyer, written notification shall be given to Seller or Seller's Broker,

at which time the property belonging to Seller will be removed from the market. Buyer's property is _____ is not _____ listed for sale. If listed, a copy of property data sheet is attached.

A. This provision shall in no way prohibit the offering for sale, or actual sale of Seller's property.

B. The parties agree to close this sale on or before _____ calendar days after closing date of the sale of Buyer's property.

**C. This contingency shall expire on _____, _____.
IN THE ABSENCE OF WRITTEN NOTICE FROM BUYER (Buyer's Notice) TO THE CONTRARY BY
THE AFOREMENTIONED DATE, IT SHALL BE CONCLUSIVELY PRESUMED THAT THIS
CONTINGENCY HAS NOT BEEN SATISFIED AND THIS CONTRACT SHALL TERMINATE AND BE
OF NO FURTHER FORCE AND EFFECT**

D. RIGHT OF FIRST REFUSAL: In the event Seller desires to accept another offer to purchase, Seller or Seller's Broker shall immediately serve notice upon Buyer or Buyer's Broker of Seller's desire to accept the third party contract. Upon receipt of Seller's notice, Buyer may do the following within _____ calendar days: Remove ONLY contingency # 34 as outlined above by delivering a signed written notice (Buyer's notice) to Seller or to the Seller's Broker within the time specified, and if Buyer so removes said contingency, this contract shall remain in full force and effect; and the parties shall proceed to close under the terms otherwise included hereunder of this contract.

E. If Buyer shall fail to remove aforesaid contingency within the time specified, THIS CONTRACT SHALL TERMINATE UPON EXPIRATION OF THE ABOVE STATED TIME PERIOD AND BE OF NO FURTHER FORCE AND EFFECT

____/____ 34. CLOSING OF BUYER'S PROPERTY CONTINGENCY (*Buyer HAS entered into a purchase contract for the sale of Buyer's property, a copy of which is attached hereto*). This Contract is contingent upon Buyer's closing the sale of Buyer's property on or before _____, If Buyer is unable to close the sale of Buyer's property by the date specified in the provision and so notifies Seller thereof, in writing, on or before said date, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE. IF BUYER FAILS TO NOTIFY SELLER WITHIN THE TIME SPECIFIED ABOVE, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER WILL CLOSE ON THE SALE OF BUYER'S PROPERTY OR WILL PURCHASE THE REAL ESTATE WITHOUT THE SALE OF BUYER'S PROPERTY. Seller may, at Seller's option, market the property for sale during the term of this provision and in the event Seller receives an acceptable offer from another buyer, Seller may accept said offer contingent upon the first Buyer's closing not occurring on the date written in the paragraph above.

_____/_____/____/____35. **CANCELLATION OF BUYER'S PRIOR CONTRACT:** (1) This Contract is expressly subject to the cancellation of a certain real estate sales contract dated _____ by and between the undersigned Buyer for property commonly known as _____, City _____, State _____, by 5:00 p.m. on _____; _____. (2) Upon cancellation of Buyer's prior contract, written notice of the waiver of this contingency shall be given to Seller herein; (3) If Buyer's prior contract is not canceled and notice to Seller provided within the specified time period, THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT.

379 _____/_____/_____ 36. CANCELLATION OF SELLER'S PRIOR CONTRACT: If Seller has entered into
380 another contract prior to this Contract ("prior contract"), this Contract shall be subject to the
381 termination and cancellation of the prior contract dated _____ on or
382 before _____. In the event the prior contract is not terminated or
383 canceled within the time specified and notice provided to Buyer; THIS CONTRACT SHALL
384 TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT.

385 _____/_____/_____ 37. LICENSED REAL ESTATE BROKER BUYING/SELLING AS PRINCIPAL: The Parties
386 understand that the _____ Buyer, _____ Seller is a licensed real estate broker or salesperson,
387 acting as a principal, for his own account.

388
389 _____/_____/_____ 38. LEASE TERMINATION: If requested by Buyer, Seller shall terminate the rights
390 of any tenants in possession of the property. Buyer shall have the right to demand satisfactory
391 evidence that the rights of all parties to possession have been terminated and the property has
392 been vacated no later than 5 days before closing. Lease termination applies only to the following
393 properties or
394 units: _____
395

396 _____/_____/_____ 39. POST-CLOSING POSSESSION: If initialed, Addendum B – Post Closing
397 Possession should be attached to this Contract.

398
399 _____/_____/_____ 40. PRE-CLOSING POSSESSION: If initialed, Addendum C – Pre Closing Possession
400 should be attached to this Contract.

401
402 _____/_____/_____ 41. OTHER:

403 _____
404 _____

405
406
407
408 **THIS IS A LEGALLY BINDING CONTRACT.**

409 **IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF YOUR ATTORNEY PRIOR TO SIGNING.**
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411

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414
415 **42. OFFER: This offer shall become null and void unless a written acceptance is received by the BUYER or the**
416 **BUYER'S DESIGNATED AGENT ON OR BEFORE _____ M. on _____, 20_____.**
417

418 _____
419 **Buyer**

Date/Time

Buyer

Date/Time

423 43. SELLER: _____ Accepts the foregoing offer. _____ Rejects the foregoing offer. _____ Counter offers the
424 foregoing offer.

425
426 Seller's Counter Offer to be accepted by Buyer no later than _____ M. on _____, 20 _____.
427

428 _____
429 *Seller* *Date/Time* *Seller* *Date/Time*
430

431
432 44.. BUYER: _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
433 _____ Counter offers the foregoing counter offer. Buyer's Counter Offer to be accepted by Seller no later
434 than _____ M. on _____, 20 _____.
435

436 _____
437 *Buyer* *Date/Time* *Buyer* *Date/Time*
438

439 45. SELLER: _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
440 _____ Counter offers the foregoing counter offer. Seller's Counter Offer to be accepted by Buyer no later
441 than _____ M. on _____, 20 _____.
442

443 _____
444 *Seller* *Date/Time* *Seller* *Date/Time*
445

446 46. BUYER: _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
447 _____ Counter offers the foregoing counter offer. Buyer's Counter Offer to be accepted by Seller no later
448 than _____ M. on _____, 20 _____.
449

450 _____
451 *Buyer* *Date/Time* *Buyer* *Date/Time*
452

453 47. SELLER: _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
454 _____ Counter offers the foregoing counter offer. Seller's Counter Offer to be accepted by Buyer no later
455 than _____ M. on _____, 20 _____.
456

457 _____
458 *Seller* *Date/Time* *Seller* *Date/Time*
459

460
461 48. BUYER: _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
462 _____ Counter offers the foregoing counter offer. Buyer's Counter Offer to be accepted by Seller no later
463 than _____ M. on _____, 20 _____.
464

465 _____
466 *Buyer* *Date/Time* *Buyer* *Date/Time*
467

468 49. SELLER: _____ Accepts the foregoing counter offer. _____ Rejects the foregoing counter offer.
469 _____ Counter offers the foregoing counter offer. Seller's Counter Offer to be accepted by Buyer no later
470 than _____ M. on _____, 20 _____.
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Seller

Date/Time

Seller

Date/Time

FINAL ACCEPTANCE DATE: _____ **Acknowledged by** _____ **Initialed by last party to agree.**

RECEIPT FOR EARNEST MONEY: The undersigned Broker acknowledges receipt of the aforementioned earnest money to be held and disbursed according to the terms and conditions of the foregoing contract.

Broker _____ Escrowee _____

Selling Agency _____

Listing Agency _____

License # _____

License # _____

Agency Address _____

Agency Address _____

Selling Broker _____

Listing Broker _____

License # _____

License# _____

Phone # _____

Phone # _____

EMAIL _____

EMAIL _____