

**THE VILLAGE OF WILLOW SPRINGS  
COOK COUNTY, ILLINOIS**

**ORDINANCE  
NUMBER 2019-O-12**

**AN ORDINANCE APPROVING THE SALE OF  
8627 SOUTH ARCHER AVENUE**

**JOHN M. CARPINO, President**

**MARY JANE MANNELLA, Clerk**

**THOMAS E. BIRKS  
TERRANCE M. CARR  
MICHAEL C. KENNEDY  
MELISSA N. NEDDERMEYER  
FRED POSCH  
KATHRYN STANPHILL**

**TRUSTEES**

**Published in pamphlet form by authority of the President and Board of Trustees of the Village of Willow Springs  
Tressler LLP – Village Attorneys –550 East Boughton Road, Bolingbrook, Illinois 60440**

# VILLAGE OF WILLOW SPRINGS

## ORDINANCE 2019-O-12

### ORDINANCE OF THE VILLAGE BOARD VILLAGE OF WILLOW SPRINGS

#### TO AUTHORIZE THE SALE OF 8627 SOUTH ARCHER AVENUE

**WHEREAS**, the Village of Willow Springs is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, it is the desire of the President and Board of Trustees of the Village of Willow Springs to enter into that particular Vacant Land Sales Contract to sell the property commonly known as 8627 South Archer Avenue, which is attached hereto as Exhibit A and incorporated herein by this reference for Seventy -Five Thousand Dollars (\$75,000.00).

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

**SECTION 1:** That the above recitals and legislative findings are found to be true and correct, and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2:** The Agreement is hereby approved substantially in the form presented to the Board of Trustees, subject to final revisions made by staff and the Village attorneys.

**SECTION 3:** The Mayor, Village Clerk, Village Administrator and Village Attorney are hereby authorized to execute the Land Sales Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

**SECTION 4:** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6:** This Ordinance shall take effect immediately and be in force from and after its passage and approval.

**Ordinance 2019-O-12, approved and adopted** by the President and Board of Trustees of the Village of

Willow Springs, Cook County, Illinois this 14th day of March 2019, pursuant to a roll call vote, as follows:

	PRESENT	ABSENT	YES	NO	ABSTAIN
Trustee Birks	✓		✓		
Trustee Carr	✓		✓		
Trustee Kennedy	✓		✓		
Trustee Neddermeyer	✓		✓		
Trustee Posch	✓		✓		
Trustee Stanphill		✓			
President Carpino		✓			
<b>TOTAL</b>	<b>5</b>	<b>2</b>	<b>5</b>	<b>Ø</b>	<b>Ø</b>

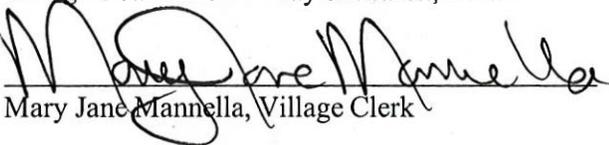
  
 John M. Carpino, Village President

ATTEST:

  
 Mary Jane Mannella, Village Clerk



Published in pamphlet form by order of the Village Board this 14<sup>th</sup> day of March, 2019.

  
 Mary Jane Mannella, Village Clerk

# **EXHIBIT A**



MAINSTREET ORGANIZATION OF REALTORS<sup>®</sup>  
VACANT LAND SALES CONTRACT



(This is not to be used for Tear Down)

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

2  
3 Buyer(s) (Please Print) Joseph A. Hurt or his assignee

4  
5 Seller(s) (Please Print) Village of Willow Springs/Brent Woods

6  
7 **If Dual Agency applies, complete Optional Paragraph 32.**

8  
9 **2. THE REAL ESTATE:** Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to

10 convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage

11 of 16,200 sq. ft. commonly known as: 8627 S. Archer Willow Springs IL 60480

12 Cook 18333200100000

13 County Permanent Index Number(s) of Real Estate

14  
15  
16 **3. PURCHASE PRICE:** Purchase Price of \$ 75,000 shall be paid as follows: Initial earnest  
17 money of \$ 1,000 by  check),  cash), OR  note due on \_\_\_\_\_, 20\_\_\_\_) to be  
18 increased to a total of \$ \_\_\_\_\_ by \_\_\_\_\_, 20\_\_\_\_. The earnest money and the original of this  
19 Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the Parties. The balance of the  
20 Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of funds, or by certified, cashier's, mortgage  
21 lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

22  
23 **4. CLOSING:** Closing or escrow payout shall be on April 15, 2019, or at such time as mutually agreed upon  
24 by the Parties in writing. Closing shall take place at the title company escrow office situated geographically nearest the Real Estate or  
25 as shall be agreed mutually by the Parties.

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

29  
30 **6. PRORATIONS:** Proratable items shall include, without limitation, rents and deposits (if any) from tenants; Special Service Area  
31 or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and Homeowner or Condominium Association  
32 fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are  
33 not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are  
34 \$ \_\_\_\_\_ per \_\_\_\_\_ (and, if applicable, Master/Umbrella Association fees are \$ \_\_\_\_\_  
35 per \_\_\_\_\_. Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)  
36 confirmed prior to the Date of Acceptance. Installments due after the year of Closing for a Special Assessment Area or Special Service  
37 Area shall not be a proratable item and shall be payable by Buyer. The general Real Estate taxes shall be prorated as of the date of  
38 Closing based on % of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing.

39  
40 **7. ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by  
41 Notice, may:

- 42 (a) Approve this Contract; or
- 43 (b) Disapprove this Contract, which disapproval shall not be based solely on the Purchase Price; or
- 44 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written  
45 agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may  
46 terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or
- 47 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract  
48 null and void and this Contract shall remain in full force and effect.

49 **Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 7 (c). If Notice is not served within the**  
50 **time specified herein, the provisions of this Contract shall be deemed waived by the Parties to and this Contract shall remain in**  
51 **full force and effect.**

52  
53 **8. INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice and gives  
54 Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and the tests are  
55 reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly provide copies of all such inspection

Buyer Initial JH Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address 8527 S. Archer Ave. Willow Springs, IL 60480  
(Page 1 of 6) Rev. 3.2012 - © MAINSTREET ORGANIZATION OF REALTORS<sup>®</sup>

56 reports to Seller, and to listing broker, if property is listed. Furthermore, Buyer agrees to promptly restore the property to its original  
57 condition and agrees to be responsible for any damage incurred while performing such inspections. Seller authorizes Buyer's  
58 inspectors to take soil samples which may detect environmental contamination which may be required to be reported to the  
59 appropriate governmental authorities. Buyer agrees to hold harmless and indemnify Seller from any liability for the actions of  
60 Buyer's agents and representatives while conducting such inspections and tests on the property. Notwithstanding anything to the  
61 contrary set forth in the above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable  
62 to Buyer and Buyer serves Notice to Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and  
63 void.

64  
65 **9. MORTGAGE CONTINGENCY:** Seller [check one]  has  has not received a completed Loan Status Disclosure. This  
66 Contract is contingent upon Buyer obtaining a firm written mortgage commitment (except for matters of title and survey or matters  
67 totally within Buyer's control) on or before \_\_\_\_\_, 20\_\_\_\_ for a (choose one)  fixed  adjustable; (choose one)  
68  conventional  other loan of \$ **Cash** \_\_\_\_\_ or such lesser amount as Buyer elects to take, plus private  
69 mortgage insurance (PMI), if required. The interest rate (initial rate, if applicable) shall not exceed \_\_\_\_\_% per annum,  
70 amortized over not less than \_\_\_\_\_ years. Buyer shall pay loan origination fee and/or discount points not to exceed \_\_\_\_\_%  
71 of the loan amount. Buyer shall pay the cost of application, usual and customary processing fees and Closing costs charged by lender.  
72 Buyer shall make written loan application within five (5) business days after the Date of Acceptance. **Failure to do so shall constitute**  
73 **an act of default under this Contract.** If Buyer, having applied for the loan specified above, is unable to obtain such loan  
74 commitment and serves written notice to Seller within the time specified, this Contract shall be null and void. **If written notice of**  
75 **inability to obtain such loan commitment is not served within the time specified, Buyer shall be deemed to have waived this**  
76 **contingency and this Contract shall remain in full force and effect. Unless otherwise provided herein, this Contract shall not be**  
77 **contingent upon the sale and/or closing of Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing  
78 conditions of this paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the loan is  
79 conditioned on the sale and/or closing of Buyer's existing real estate. If Seller at Seller's option and expense, within thirty (30) days  
80 after Buyer's notice, procures for Buyer such commitment or notifies Buyer that Seller will accept a purchase money mortgage upon  
81 the same terms, this Contract shall remain in full force and effect. In such event, Seller shall notify Buyer within five (5) Business  
82 Days after Buyer's notice of Seller's election to provide or obtain such financing, and Buyer shall furnish to Seller or lender all  
83 requested information and shall sign all papers necessary to obtain the mortgage commitment and to close the loan.

84  
85 **10. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special  
86 flood hazard area If written notice of the option to declare this Contract null and void is not given to Seller within ten (10) business  
87 days after Date of Acceptance, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and  
88 effect.

89  
90 **11. CONDOMINIUM/Common Interest Associations:** (If applicable) The Parties agree that the terms contained in this  
91 paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- 92 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the  
93 Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements  
94 including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and  
95 Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the  
96 Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the  
97 Declaration of Condominium/Covenants, Conditions and Restrictions.
- 98 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments  
99 confirmed prior to the Date of Acceptance.
- 100 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by  
101 the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to  
102 the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-  
103 emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within the  
104 time established by the Declaration of Condominium/Covenants, Conditions and Restrictions.
- 105 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in  
106 violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents  
107 would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in  
108 connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice  
109 within five (5) Business Days after the receipt of the documents and information required by Paragraph 11 (c), listing those  
110 deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed  
111 to have waived this contingency, and this Contract shall remain in full force and effect.

112  
113 **12. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to

Buyer Initial JA Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address **8527 S. Archer Ave. Willow Springs, IL 60480**  
(Page 2 of 6) Rev. 3.2012 - © MAINSTREET ORGANIZATION OF REALTORS®

114 the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in  
115 an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when  
116 conveyed will be good and merchantable, subject only to: general real estate taxes not due and payable at the time of Closing,  
117 covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current  
118 use and enjoyment of the Real Estate.

119  
120 **13. ZONING:** Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is zoned:  
121 \_\_\_\_\_

122  
123 **14. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time  
124 limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title  
125 insurance policy in the amount of the Purchase Price by a title company licensed to operate in the State of Illinois, issued on or  
126 subsequent to the Date of Acceptance, subject only to items listed in Paragraph 12. The commitment for title insurance furnished by  
127 Seller will be conclusive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the  
128 title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to  
129 Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or  
130 damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured  
131 over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior  
132 encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of  
133 Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

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

144  
145 **16. SOIL TEST/FLOOD PLAIN CONDITION:** This Contract is subject to Buyer obtaining within **30** \_\_\_\_\_ business days  
146 from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the Property to obtain  
147 the necessary permits from the appropriate governmental authorities for the improvement contemplated by the Buyer. Such  
148 determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such tests are unsatisfactory, at the  
149 option of Buyer, and upon written notice to Seller within one (1) business day of the time set forth above, this contract shall be null  
150 and void and earnest money shall be refunded to Buyer upon mutual written direction of Seller and Buyer or the escrow agent. In the  
151 event the Buyer does not serve written notice within the time specified herein, this provision shall be deemed waived by all parties  
152 hereto and this contract shall continue in full force and effect.

153  
154 **17. PLAT OF SURVEY:** Not less than one (1) business day prior to Closing Seller shall, at Seller's expense, furnish to Buyer or  
155 Buyer's attorney a Plat of Survey dated not more than six (6) months prior to the date of Closing, prepared by an Illinois Professional  
156 Land Surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record,  
157 fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot lines. In addition, the  
158 survey to be provided shall be a boundary survey conforming to the current requirements of the appropriate state regulatory authority.  
159 The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall have the following statement  
160 prominently appearing near the professional land surveyor seal and signature: "This professional service conforms to the current  
161 Illinois minimum standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey, and is not  
162 acceptable.

163  
164 **18. ESCROW CLOSING:** At the election of either Party, not less than five (5) Business Days prior to the Closing, this sale shall be  
165 closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed  
166 and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be  
167 required to conform with this Contract. The cost of the escrow shall be paid by the Party requesting the escrow. If this transaction is a  
168 cash purchase (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.

169  
170 **19. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If prior delivery of the deed, the Real Estate shall be destroyed or  
171 materially damaged by fire or casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of terminating

Buyer Initial JH Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address 8527 S. Archer Ave. Willow Springs, IL 60480  
(Page 3 of 6) Rev. 3.2012 - © MAINSTREET ORGANIZATION OF REALTORS®

1772 this Contract and receiving a refund of earnest money or off accepting the Real Estate as damaged or destroyed, together with the  
1773 proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller  
1774 shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of  
1775 the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

1776  
1777 **20. SELLER REPRESENTATIONS:** Seller represents that Seller has not received written notice from any Governmental body or  
1778 Homeowner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending  
1779 rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or  
180 Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special  
181 Service Area, the following applies:

- 182 1. There *[check one]*  is  is not a proposed or pending unconfirmed special assessment affecting the Real Estate not  
183 payable by Seller after date of Closing.
- 184 2. The Real Estate *[check one]*  is  is not located within a Special Service Area, payments for which will not be the  
185 obligation of Seller after date of Closing.

186 **If any of the representations contained herein regarding non-Homeowner Association special assessment or Special Service**  
187 **Area are unacceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the**  
188 **option to declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or**  
189 **within the term specified in Paragraph 9 (whichever is later), Buyer shall be deemed to have waived such option and this**  
190 **Contract shall remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes,**  
191 **easements or claims of easement not shown by the public records, any hazardous waste on the Real Estate or any improvements for**  
192 **which the required permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not**  
193 **either included in full in the determination of the most recent real estate tax assessment or which are eligible for home improvement**  
194 **tax exemption.**

195  
196 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in a clean condition. All refuse  
197 and personal property that is not conveyed to Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer  
198 shall have the right to inspect Real Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same  
199 condition as of the Date of Offer of this Contract, normal wear and tear expected.

200  
201 **22. GOVERNMENTAL COMPLIANCE:** The Parties agree to comply with the applicable reporting requirements of the Internal  
202 Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

203  
204 **23. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours  
205 are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

206  
207 **24. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

208  
209 **25. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if the Contract may be  
210 terminated by either Party, the following shall be incorporated by reference: "the Earnest Money shall be refunded to the Buyer upon  
211 written notice of the Parties to the Escrowee".

212  
213 **26. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any  
214 one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:  
215 (a) By personal delivery of such Notice; or  
216 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
217 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or  
218 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the  
219 Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-  
220 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or  
221 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice  
222 transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to  
223 the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-  
224 mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next  
225 Business Day after transmission; or  
226 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit  
227 with the overnight delivery company.

228  
229 **27. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to

Buyer Initial JK Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address **8527 S. Archer Ave. Willow Springs, IL 60480**  
(Page 4 of 6) Rev. 3.2012 - © MAINSTREET ORGANIZATION OF REALTORS®

230 pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees  
231 and costs from the losing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money  
232 unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of  
233 earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an  
234 action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including reasonable attorney  
235 fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless from any and all  
236 conflicting claims and demands arising under this paragraph.  
237

238 **28. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Contract including, but not limited to, the Attorney Review  
239 and Professional Inspection paragraphs, shall be governed by the laws of the State of Illinois and are subject to the covenant of good  
240 faith and fair dealing implied in all Illinois contracts.  
241

242 **29. OTHER PROVISIONS:** This Contract is also subject to those OPTIONAL PROVISIONS selected for use and initialed by the  
243 Parties which are contained on the succeeding pages and the following attachments, if any: \_\_\_\_\_  
244 **Subject to Village Approval**  
245

246 **THE FOLLOWING OPTIONAL PROVISIONS APPLY ONLY IF INITIALED BY ALL PARTIES**

247  
248 \_\_\_\_\_ **30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into  
249 a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before  
250 \_\_\_\_\_, 20\_\_\_\_. In the event the prior contract is not cancelled within the time specified, this Contract shall be  
251 null and void and earnest money refunded to Buyer upon written direction of the Parties to Escrowee. Notice to the purchaser  
252 under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this  
253 Contract have expired, been satisfied or waived.  
254

255 \_\_\_\_\_ **31. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms),  
256 shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the  
257 earnest money shall accrue to the benefit of and be paid to Buyer. The Buyer shall be responsible for any administrative fee (not to  
258 exceed \$100) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no  
259 sooner than ten (10) Business Days prior to the anticipated Closing date.  
260

261 \_\_\_\_\_ **32. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to  
262 \_\_\_\_\_ (Designated Agent) acting as a Dual Agent in providing brokerage services on  
263 their behalf and specifically consent to Designated Agent acting as a Dual Agent with regard to the transaction referred to in this  
264 Contract.  
265

266 \_\_\_\_\_ **33. INTERIM FINANCING:** This Contract is contingent upon Buyer obtaining a written commitment for  
267 interim financing on or before \_\_\_\_\_, 20\_\_\_\_ in the amount of \$\_\_\_\_\_. If Buyer is unable  
268 to secure the interim financing commitment and gives written notice to Seller within the time specified, this Contract shall be  
269 null and void. If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and  
270 this Contract shall remain in full force and effect.  
271

272 \_\_\_\_\_ **34. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by \_\_\_\_\_  
273 \_\_\_\_\_ Buyer's specified party, within five (5) Business Days after the Date of Acceptance. In  
274 the event Buyer's specified party does not approve of the Real Estate and written notice is given to Seller within the time  
275 specified, this Contract shall be null and void. If written notice is not served within the time specified, this provision shall be  
276 deemed waived by the Parties and this Contract shall remain in full force and effect  
277

278 \_\_\_\_\_ **35. CREDIT AT CLOSING:** Seller agrees to credit to Buyer at Closing \$ \_\_\_\_\_  
279 to be applied to prepaid expenses, closing costs or both.  
280

281  
282  
283  
284  
285  
286  
287  
DS  
Buyer Initial JK Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address **8527 S. Archer Ave. Willow Springs, IL 60480**  
(Page 5 of 6) Rev. 3.2012 - © MAINSTREET ORGANIZATION OF REALTORS®

288 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND  
289 DELIVERED TO THE PARTIES OR THEIR AGENTS.  
290

291 The Parties represent that text of this form has not been altered and is identical to the official Waiver and Contract of the Mainstreet  
292 Organization of REALTORS®.

293  
294 1/6/2019 \_\_\_\_\_ 20 \_\_\_\_\_  
295 DocuSigned by: \_\_\_\_\_  
296 Date of Offer \_\_\_\_\_  
297 Joseph A. Hunt  
298 Buyer Signature \_\_\_\_\_  
299 ADDA588AD8224EC...  
300 Buyer Signature  
301 Joseph A. Hunt or his assignee  
302 Print Buyer(s) Name(s) [Required]  
303 Address \_\_\_\_\_  
304 Address  
305 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
306 Phone \_\_\_\_\_ E-mail \_\_\_\_\_

DATE OF ACCEPTANCE \_\_\_\_\_ 20 \_\_\_\_\_  
Seller Signature \_\_\_\_\_  
Seller Signature  
Village of Willow Springs/Brent Woods  
Print Seller(s) Name(s) [Required]  
8624 Archer Ave  
Address  
Willow Springs IL 60480  
City State Zip  
708-467-3700  
Phone E-mail

307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

FOR INFORMATION ONLY  
Re/Max Market 25484  
Selling Office  
Rachel Walsh MLS# 255016  
Buyer's Designated Agent MLS#  
739-292-7069 708-839-9905  
Phone Fax  
Rwalsh1825@gmail.com  
E-mail  
Buyer's Attorney E-mail  
Phone Fax  
Mortgage Company Phone  
Loan Officer Fax

DS  
Buyer Initial JA Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_  
Address 8527 S. Archer Ave. Willow Springs, IL 60480 Seller Initial \_\_\_\_\_  
(Page 6 of 6) Rev. 3.2012 - © MAINSTREET ORGANIZATION OF REALTORS®