

1 **JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION “WCBA”**
2 **AND ROCKFORD AREA ASSOCIATION OF REALTORS® “RAAR”**
3 **AMENDMENT TO CONTRACT FOR PURCHASE AND SALE**
4 **(NOT TO BE USED AS A COUNTER OFFER)**
5

6 This Amendment is made to a Contract for Purchase and Sale between the undersigned parties
7 for the premises located at _____,
8 _____, Illinois.
9

10 The parties agree to amend the Contract for Purchase and Sale as follows:

11 1. Paragraph 4

12 Purchase Price: The purchase price shall be \$_____.

13 Earnest Money: The earnest money shall be \$_____.

14 2. Paragraph 5

15 A. Inspection: The inspection contingency date shall be _____.

16 B. Financing:

17 • The financing contingency date shall be _____.

18 • Seller agrees to pay Buyer’s closing costs not exceeding \$_____ (to
19 include all costs paid to third parties in connection with the closing, prepaid
20 mortgage interest, insurance and tax reserve deposits).

21 C. Appraisal: The appraisal contingency date shall be _____.

22 D. Sale of Property: Buyer shall complete the sale of property in which Buyer has an
23 interest located at _____
24 on or before _____.

25 E. Document Review: Review the following documents to be delivered by Seller by the
26 date below: (insert date if applicable)

27 _____ Copy of written leases/rental agreements, terms of any oral leases, or
28 options to renew/options to purchase;

29 _____ List of tenants, monthly rental and security deposits;

30 _____ Estoppel certificates from lessee(s) of the premises confirming the terms
31 of the lease(s) and the status thereof;

32 _____ Written confirmation from zoning authority that the premises are presently
33 zoned _____ and present use is (conforming) (legally
34 non-conforming);

35 Unless Buyer gives written notice within five business days of the date listed above that
36 the information furnished is not acceptable to Buyer, this Contract shall remain in
37 effect.

38 F. Environmental Assessment: The environmental assessment date shall be _____.

39 3. Paragraph 6: The attorney disapproval date shall be _____.

40 4. Paragraph 8

41 Closing Date: The closing date shall be _____.

42 Condition of the Property at Closing: The Seller shall deliver possession of the premises as
43 follows (check which applies):

44 _____ Vacant at time of closing in broom-clean condition and free of debris, both interior
45 and exterior, **at time of closing**;

46 _____ Subject to tenant’s lease terms submitted in writing by Seller within seven (7)

47 business days after the date of this Amendment, which terms shall be deemed
48 accepted unless Buyer provides written disapproval within seven (7) business days of
49 Seller's delivery; or
50 _____ Subject to Occupancy Rider.

51 5. Paragraph 9
52 Seller represents that as of final acceptance, (Condo) (Homeowner) Association fees are
53 \$_____ per _____ and that a special assessment (of \$ _____)
54 (check one) ___ has not / ___ has been levied.

55 6. Paragraph 11
56 The following items of personal property shall be included: _____
57 _____
58 The following items of personal property shall be excluded: _____
59 _____

60 7. **AS IS: Seller agrees to deliver possession of the premises and personal property in the**
61 **same condition as it is at the date of this Contract, ordinary wear and tear excepted.**
62 **Buyer acknowledges that Buyer has inspected the premises and personal property**
63 **and is acquainted with its condition, and accepts the same in "AS IS" condition as of**
64 **the time Buyer executed this Contract.**

65 Seller's Initials ___/___ Buyer's Initials ___/___

66 8. Paragraph 13: The water system evaluations date shall be _____.

67 9. Home Warranty Plan. Seller shall provide to Buyer a Home Warranty Plan from
68 _____ at Seller's expense, providing for basic and (_____) coverage for twelve
69 months from date of closing as follows:

_____	_____	_____
Company	Cost Not to Exceed	Service Fee
71		
72 10.	To the extent there is a conflict between this Amendment and the Contract for Purchase and	
73	Sale or prior amendments thereto, the terms of this Amendment shall control. All other	
74	terms of the Contract for Purchase and Sale and any Amendments thereto shall remain in	
75	full force and effect.	

76 Dated: _____ and to be accepted by: _____

77 BUYER: _____ BUYER: _____

78 SELLER: _____ SELLER: _____

79 (Buyer)(Seller) hereby accepts this Amendment. Date: _____

80 BUYER: _____ BUYER: _____

81 SELLER: _____ SELLER: _____

82 (Buyer)(Seller) hereby rejects this Amendment. Date: _____

83 BUYER: _____ BUYER: _____

84 SELLER: _____ SELLER: _____