

1 **AMENDMENT TO CONTRACT FOR PURCHASE AND SALE**
2 **(NOT TO BE USED AS A COUNTER OFFER)**
3

4 Joint approved form: Winnebago County Bar Association "WCBA" and
5 NorthWest Illinois Alliance of REALTORS® ("NWIAR")
6 for use in Winnebago, Boone and Ogle Counties
7

8 This Amendment is made to a Contract for Purchase and Sale between the undersigned parties for
9 the premises located at _____,
10 _____, Illinois.
11

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

- 13 1. Seller. The Seller shall be: _____.
14 2. Buyer. The Buyer shall be: _____.
15 3. Premises. The Premises shall be commonly known as: _____
16 Property I.D.(s)#: _____
17 further described as: _____.
18 4. Purchase Terms.
19 A. Purchase Price: The Purchase Price shall be \$ _____.
20 B. Earnest Money: The Earnest Money shall be \$ _____.
21 C. Closing Credit: The Closing Credit shall be \$ _____.
22 5. Contingencies.
23 A. Inspection: The Inspection Contingency Notice Date shall be _____.
24 The Inspection Contingency Termination Date shall be _____.
25 B. Homeowner Insurance: The Homeowner Insurance contingency date shall be
26 _____.
27 C. Appraisal: The Appraisal contingency date shall be _____.
28 D. Financing: The Financing contingency date shall be _____.
29 E. Sale of Property:
30 • Buyer shall enter into a contract for the sale of property in which Buyer has an
31 interest on or before _____.
32 • Buyer shall complete the sale of property in which Buyer has an interest located
33 at _____ on or
34 before _____.
35 F. Document Review: Review the following documents to be delivered by Seller by the
36 date below: (insert date if applicable)
37 _____ Copy of written leases/rental agreements, terms of any oral leases, or
38 options to renew/options to purchase;
39 _____ List of tenants, monthly rental and security deposits;
40 _____ Estoppel certificates from lessee(s) of the premises confirming the terms of
41 the lease(s) and the status thereof;
42 _____ Written confirmation from zoning authority that the premises are presently
43 zoned _____ and present use is (conforming) (legally
44 non-conforming);
45 Unless Buyer gives written notice within five business days of the date listed above that
46 the information furnished is not acceptable to Buyer, this Contract shall remain in effect.

47 G. Environmental Assessment: The environmental assessment date shall be _____.

48 6. Attorney's Approval. The Attorney Approval contingency date shall be _____.

49 7. Closing.

50 Closing Date: The closing date shall be _____.

51 Condition of the Property at Closing: The Seller shall deliver possession of the premises as

52 follows (check which applies):

53 _____ Vacant at time of closing (in broom-clean condition and free of debris, both interior

54 and exterior,) **at time of closing;**

55 _____ Subject to tenant's lease terms submitted in writing by Seller within two (2) business

56 days after the Effective Date, which terms shall be deemed accepted unless Buyer

57 provides written disapproval within five (5) business days of Seller's delivery; or

58 _____ Subject to Occupancy Rider.

59 8. Brokerage Compensation. Seller shall pay at closing Buyer's Brokerage compensation as

60 follows (Check all that apply):

61 _____ as offered by the Seller's Brokerage to the Buyer's Brokerage in the listing in the

62 amount of _____ (\$ or %), if any; and/or

63 _____ in the amount of _____ (\$ or %), which is in addition to any amount offered

64 in the listing.

65 9. Prorations and Credits. Seller represents that as of final acceptance, (Condo) (Homeowner)

66 Association fees are \$ _____ per _____ and that a special assessment (of

67 \$ _____) (check one) ___ has not / ___ has been levied.

68 10. Personal Property and Fixtures.

69 The following items of personal property shall be included: _____

70 _____.

71 The following items of personal property shall be excluded: _____

72 _____.

73 11. Seller Warranty. The following Fixtures, Systems and Personal Property are not in

74 operating condition as of the Effective Date of this Contract and Buyer accepts the same in

75 AS IS condition:

76 _____

77 _____

78 _____.

79 12. AS IS. The Seller Warranty is hereby stricken. **AS IS: Buyer accepts the premises in all**

80 **respects (except well and septic systems) in "AS IS" condition as of the Effective Date.**

81 Seller Initials: ___ / ___ Buyer Initials: ___ / ___

82 13. Water System Evaluations. The Water System Evaluations date shall be _____.

83 _____ Where applicable, an evaluation dated within 90 days prior to Closing by a

84 licensed septic contractor that indicates that Seller has had the septic tank pumped and

85 baffles inspected after the septic evaluation to confirm that the septic system is in normal

86 operating condition without observable defects.

87 14. Home Warranty Plan. Seller shall provide to Buyer a Home Warranty Plan from

88 _____ at Seller's expense, providing for basic and (_____) coverage for twelve

89 months from date of closing as follows:

90 _____

91 Company Cost Not to Exceed Service Fee

92
93 15. Survey Rider. The Survey Rider is incorporated by reference in the Contract.
94 Seller Initials: ____/____ Buyer Initials: ____/____
95 16. To the extent there is a conflict between this Amendment and the Contract for Purchase and
96 Sale or prior amendments thereto, the terms of this Amendment shall control. All other
97 terms of the Contract for Purchase and Sale and any Amendments thereto shall remain in
98 full force and effect.

99 Dated: _____ and to be accepted by: _____

100 BUYER: _____ BUYER: _____

101 SELLER: _____ SELLER: _____

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

103 BUYER: _____ BUYER: _____

104 SELLER: _____ SELLER: _____

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

106 BUYER: _____ BUYER: _____

107 SELLER: _____ SELLER: _____