

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

Joint approved form: Winnebago County Bar Association "WCBA" and
NorthWest Illinois Alliance of REALTORS® ("NWIAR")

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

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

1. Seller. The Seller shall be: _____.
2. Buyer. The Buyer shall be: _____.
3. Premises. The Premises shall be commonly known as: _____
Property I.D.(s)#: _____
further described as: _____.
4. Purchase Terms.
 - A. Purchase Price: The Purchase Price shall be \$_____.
 - B. Earnest Money: The Earnest Money shall be \$_____.
 - C. Complete if Applicable:
 - a. Buyer's Brokerage Compensation in the amount of _____ (\$ or % of the purchase price) shall be paid by Seller and/or Seller's Brokerage pursuant to a Seller's representation agreement.
 - b. Closing Credit: The Seller shall provide Buyer a Closing Credit in the amount of \$_____.
 - c. Verification of Funds. This Contract is not subject to a financing contingency, Buyer shall furnish Seller written verification of funds to close from a financial institution with this amendment. Choose one:
____ No Mortgage Allowed: This is a cash transaction without a mortgage.
____ Mortgage Allowed: Buyer may apply for and obtain a mortgage loan and Seller shall permit an appraisal to be completed. This transaction shall not be contingent upon financing. If Buyer cannot obtain a mortgage loan, Buyer agrees to proceed to closing with verified funds.
5. Contingencies. Buyer's obligations pursuant to this Contract are contingent upon:
 - A. Inspection: The inspection contingency/Inspection Contingency Notice Date shall be _____.
The Inspection Contingency Termination Date shall be _____.
 - B. Homeowner Insurance: The Homeowner Insurance contingency date shall be _____.
 - C. Appraisal: The Appraisal contingency date shall be _____.
 - D. Financing: The Financing contingency date shall be _____.
 - E. Sale of Property:
 - Buyer shall enter into a contract for the sale of property in which Buyer has an interest on or before _____.
 - Buyer shall complete the sale of property in which Buyer has an interest located at _____ on or before _____.

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

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

_____ List of tenants, monthly rental and security deposits;

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

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

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

G. Environmental Assessment: Review of the environmental assessment on or before

_____.

H. Attorney's Approval. The Attorney Approval contingency date shall be

_____.

Except as otherwise provided, failure of Buyer to provide notice of failure of the contingency within the specified time shall be deemed a waiver of such contingency by Buyer and the Contract shall remain in effect.

6. Closing.

Closing Date: The closing date shall be _____.

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

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

_____ Subject to tenant's lease terms submitted in writing by Seller within two (2) business days after the Effective Date, which terms shall be deemed accepted unless Buyer provides written disapproval within five (5) business days of Seller's delivery; or

_____ Subject to Occupancy Rider.

7. Prorations and Credits. Seller represents that as of final acceptance, (Condo) (Homeowner) Association fees are \$ _____ per _____ and that a special assessment (of \$ _____) (check one) _____ has not / _____ has been levied.

8. Personal Property and Fixtures.

The following items of personal property shall be included: _____

_____.

The following items of personal property shall be excluded: _____

_____.

9. Seller Warranty. The following Fixtures, Systems and Personal Property are not in operating condition as of the Effective Date of this Contract and Buyer accepts the same in AS IS condition:

_____.

10. AS IS. The Seller Warranty is hereby stricken. **AS IS: Buyer accepts the premises in all respects (except well and septic systems) in "AS IS" condition as of the Effective Date.** The foregoing provision notwithstanding, the Seller agrees to deliver at Closing the Fixtures,

Systems and Personal Property in the same condition as they were on the Effective Date, ordinary wear and tear excepted, and Seller agrees to remedy any material change in condition of the Fixtures, Systems and Personal Property between the Effective Date and Closing. Unless written notice of breach of warranty is delivered by Buyer to Seller prior to Closing, this warranty will be conclusively deemed to have been satisfied and shall not survive Closing.

Seller Initials: ____/____ Buyer Initials: ____/____

11. Water System Evaluations. The Water System Evaluations date shall be ____.

Where applicable, an evaluation dated within 90 days prior to Closing by a licensed septic contractor that indicates that Seller has had the septic tank pumped and baffles inspected after the septic evaluation to confirm that the septic system is in normal operating condition without observable defects.

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

Company	Cost Not to Exceed	Service Fee
---------	--------------------	-------------

13. No Survey Provided by Seller. No survey shall be provided by the Seller. If the Buyer does not elect to obtain a survey at Buyer's expense, the title commitment and final policy thereafter shall be subject to a standard exception for any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey.

Seller Initials: ____/____ Buyer Initials: ____/____

14. Survey Rider. The Survey Rider is incorporated by reference in the Contract.

Seller Initials: ____/____ Buyer Initials: ____/____

15. To the extent there is a conflict between this Amendment and the Contract for Purchase and Sale or prior amendments thereto, the terms of this Amendment shall control. All other terms of the Contract for Purchase and Sale and any Amendments thereto shall remain in full force and effect.

Dated: _____ and to be accepted by: _____

BUYER: _____ BUYER: _____

SELLER: _____ SELLER: _____

(Buyer)(Seller) hereby ☐Accepts ☐Rejects this Amendment. Date: _____

BUYER: _____ BUYER: _____

SELLER: _____ SELLER: _____