RESIDENTIAL SALES CONTRACT

Seller: Michael and Jaqueline Hannah	Buyer: Urbana Park District
Address: 105 Grossbach Drive	Address: 303 W. University Ave.
Urbana, IL 61802	Urbana, IL 61801
Telephone:	Telephone: 217/367-1536
Attorney:	Attorney: Betsy Pendleton Wong
Telephone:	Telephone: 217/239-1818
Fax:	Fax: 217/239-2323

1. **Real Estate (Premises) Description**. Sellers agree to sell and Buyers agree to purchase the following described real estate located at:
   Address: 105 Grossbach Dr., Urbana, Illinois.
   Legal Description: Lot 6 Grossbach Place Subdivision.
   Approximate Lot Size: 72' X 110'; Permanent Index #: 92-21-16-104-023, Champaign County, together with all improvements and appurtenances thereon, upon the terms set forth in this Contract.
2. **Purchase Price**. Buyers agree to pay to Sellers the sum of $92,000.00. Buyers have paid $500.00 as earnest money to be held in the Trust Account of Betsy Pendleton Wong for delivery to Sellers at time of closing. The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Sellers at closing in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to Sellers.
3. **Possession and Closing**. Sellers shall deliver possession of the premises to Buyers concurrently with the closing of this transaction which shall be held on or before June 15, 2011, at the offices of Buyers' lender, or at such other place as the parties may agree. At or before closing, Sellers shall deliver to Buyers all available keys and all of the following which are in the Sellers' possession: surveys; equipment and appliance warranties; subdivision Covenants, Conditions and Restrictions; and By-laws and Regulations of any association to which property is subject.
4. **Condition of Premises**. **It shall be Sellers' responsibility to have all utilities on continuously during any inspection period.**
   (a) **Buyers' Inspection.** Buyers acknowledge they have inspected the real estate and the improvements thereon, and they are acquainted with the condition thereof. Subject to normal wear and tear, Buyers accept the premises as of the time they executed this contract in:
   (i) **X** **As-is condition.**
   (ii) ____ **As-is condition** except Sellers warrant the plumbing, heating, electrical and air conditioning systems, septic, sewer and water systems, and built-in appliances to be in normal working condition on date of possession, except as follows:

_____
_____.

Written notice of breach of this warranty must be served upon Sellers on or before possession or it shall be deemed to have been waived by Buyers.

(iii)____ Home Warranty to be paid as follows: _____

(b) **Final Walk- Through.** Buyers shall have the right to inspect the premises during 48 hour period immediately prior to possession.

(c) **Disclosures.** Buyers acknowledge receipt of the following, which Sellers certify to be accurate at this time: Residential Real Property Disclosure Report dated _____, (for structures built before 1978) Lead Based Paint Disclosure dated

_____.

(d) **Professional Inspection.** Buyers may have an inspection by an independent home inspection service or contractor at Buyers' expense. If Buyers find deficiencies unacceptable to Buyers, the Buyers shall, on or before _____, notify Sellers of these deficiencies in writing, accompanied by a written copy of the Inspection Report. Then, if Buyers and Sellers do not come to a written agreement regarding the inspection results on or before _____, this Contract shall be automatically terminated and all earnest money refunded to Buyers. All the warranties stated in the Contract, including the warranties of paragraph 5 as to the condition of the premises, shall be fully effective until possession, unless otherwise agreed in writing. If no dates are inserted above, Buyers have declined to obtain an independent home inspection.

5. **Deed of Conveyance**. Buyers or Buyers' attorney shall promptly advise Sellers' attorney of the desired form of deed. As soon as practicable thereafter, Sellers' attorney shall prepare and Sellers shall execute a recordable Warranty Deed sufficient to convey the real estate to Buyers or their nominee, in fee simple absolute, subject only to exceptions permitted herein. The deed shall then be held by the listing broker or the Sellers' attorney, as escrow agent for both parties with copies of executed deed to be delivered to attorneys for both parties. The deed shall be delivered to Buyers at the closing of this transaction upon Buyers' compliance with the terms of this Contract.
6. **Encumbrances**. Sellers warrant that no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrant that there are not and will not at the time of the closing be any unrecorded leases or contracts relating to the property, except as heretofore disclosed to Buyers in writing.
7. **Taxes, Assessments and Notices**. Real estate taxes apportioned through the date of possession shall be Sellers' expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyers against the purchase price, and shall release Sellers from any further liability to Buyers in connection therewith. The Sellers expressly warrant that Sellers have received no notice from any city, village or other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the remises.
8. **Insurance and Risk of Loss**. If requested by Buyers in writing, Sellers shall obtain a Contract of Sale Endorsement to the existing hazard insurance upon the improvements insuring Buyers' interest; and Sellers shall maintain such insurance until the closing of this transaction. Sellers shall provide evidence of such

insurance to Buyers upon request. Buyers may obtain additional coverage at their expense.

If, prior to the earlier of delivery of possession or closing hereunder, the improvements on said Premises shall be destroyed or materially damaged by fire or other casualty, then the Buyers shall have the option of (a) declaring this Contract null and void and receiving a refund of earnest money or (b) accepting the premises as damaged or destroyed, with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds the Sellers agree to assign for payment to the Buyers. In no event shall the Seller be obligated to repair or replace the damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract except as specified in this paragraph.

9. **Evidence of Title**. Within a reasonable time, Sellers shall deliver to Buyers as evidence of Sellers' title a Commitment for Title Insurance issued by a title insurance company doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in Buyers' names for the amount of the purchase price. Sellers shall be responsible for payment of the owner's premiums and Sellers' search charges. The balance of the cost of providing title insurance for Buyers and for Buyers' lender, if any, shall be borne by Buyers.

   Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property; existing mortgages to be paid by Sellers or assumed by Buyers at closing; and limitations and conditions imposed by the Illinois Condominium Property Act.

   If title evidence discloses exceptions other than those permitted, Buyers shall give written notice of such exceptions to Sellers within a reasonable time. Sellers shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Sellers are unable to cure such exception, then Buyers shall have the option to terminate this contract in which case Buyers shall be entitled to refund of the earnest money.

10. **Condominium**. In the event the property to be sold hereunder is a condominium, Sellers shall furnish Buyers the Condominium Declaration and a statement from the Board of Managers, Treasurer or Managing Agent of the condominium association certifying payment of assessments for condominium common expenses; and if applicable, proof of waiver or termination of any right of first refusal or general option contained in the declaration of condominium together with any documents required by the declaration of condominium or by-laws thereto as a precondition to the transfer of ownership. In the event a condominium association exercises a right of first refusal, this contract shall be void and the earnest money shall be refunded to the Buyers. Sellers shall, upon demand, furnish all other disclosures and materials required pursuant to 765 ILCS 605-22. 1(a).

~~11. **Wood Infestation Report**. At least ten (10) but not more than thirty (30) days prior to closing, Sellers shall, at their expense, provide a written report on a form acceptable to FHA, from a licensed pest control firm certifying that the premises, including all structures thereon, have been inspected for termite, powder-post beetle and other wood-destroying infestation. If active infestation is found, the premises shall be treated at Sellers' expense. If structural or functional damage due to prior or existing infestation is found, unless Buyers waive in writing the Sellers' obligation to do so, Sellers shall secure a firm bid from a reputable full-time contractor for the good and workmanlike repair of all structural or functional damage due to the prior or existing infestation. Sellers shall cause the bid to be delivered to the Buyers, or their attorney, not less than five (5) days prior to closing. The bid must be in a form which can be accepted by the Buyers~~

~~at any time prior to thirty (30) days beyond the closing. If the bid for such repairs exceeds $1,500.00, then at the option of either Sellers or Buyers, this Contract may be terminated by written notice to the other party and the earnest money shall thereupon be refunded to the Buyers. Unless otherwise agreed, if the bid is for less than $1,500.00, the amount of the bid shall be credited to the Buyers against the purchase price at the time of closing.~~

12. ~~**Lender Required Inspections**. All other inspections required by the Buyers' Lender shall be the expense of the Buyers except as otherwise provided herein.~~

13. **Default**.

(a) If Buyers fail to make any payment or to perform any obligation imposed upon them by this Contract, Sellers may serve written notice of default upon Buyers, and if such default is not corrected within ten (10) days thereafter, Buyers are deemed in default and Sellers may take one or more of the following actions: re-sell the premises to another party; maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Buyer; and maintain any other or different remedy allowed by law.

(b) In the event of the failure of Sellers to perform the obligations imposed upon them by this Contract, Buyers may serve written notice of default upon Sellers and if such default is not corrected with ten (10) days thereafter, Sellers are deemed in default and Buyers may take one or more of the following actions: maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Sellers; and maintain any other or different remedy allowed by law.

(c) The foregoing remedies in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies.

(d) In the event of such breach, the non-defaulting party shall be excused from further performance of the contract, unless he elects the remedy of Specific Performance.

(e) Default by any party to this Contract shall also entitle the non-defaulting party to reasonable costs, attorney's fees and expenses incurred by reason of the default (breach) of this contract.

(f) In the event of a dispute over the disposition of earnest money, the earnest money shall continue to be held in the trust account of the escrow agent until: (a) the agent has a written release from all parties consenting to the disposition, or (b) a civil action is filed, by either the broker or one of the parties, to determine the disposition of the earnest money, at which time payment may be made into court; or (c) deposit is made with the Illinois Department of Financial Institutions in accordance with the law. Similarly, the executed warranty deed shall continue to be held by the escrow agent for such deed until the agent has been provided a written release from all parties consenting to its disposition, or until a civil action is filed, by either the escrow agent or one of the parties, to determine its disposition, at which time the warranty deed may be filed with the court.

14. **Notices**. Any notice required under the contract to be served upon Sellers or Buyers shall be in writing and shall be deemed effective when either actually received or when mailed to such party evidenced by certified mail or upon postal certification of mailing to such party; information copies of all such notices shall be sent or delivered to office of the attorneys and REALTORS ® named herein and such information copies may be sent by facsimile transmission. Notice to or from one of multiple Buyers shall be effective as to all Buyers. In the event Sellers' address is not shown herein, notices as provided in this paragraph may be sent to the Sellers at the common address of the real estate. In the event any certified mailing is indicated "Return Receipt Requested", such mailing shall also be made by first class mail.

15. **Compliance**. Sellers and Buyers hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with all applicable laws. ***In the event the sale price herein exceeds the threshold exception of Section 1445 of the Internal Revenue Code, as amended, Sellers hereby certify (under penalties of perjury) that Sellers are not foreign persons and agree upon request to execute an affidavit so stating.

16. **Entirety of Agreement**. This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than those herein set forth. References to plural parties shall apply to singular parties as well. References to a specific number of days shall mean calendar days.
17. **Time of the Essence**. The time for performance of the obligations of the parties is of the essence of this Contract.
18. **Financing Contingency**. (Not more than one of the following contingencies shall apply; Check and complete the only sub-paragraph which is applicable.

____ (a) **Conventional Mortgage Loan**. This Contract is contingent upon Buyers obtaining a mortgage commitment for _____% of the purchase price, at an initial interest rate not greater than ____% for an amortization term not less than ___ years (with a balloon, if applicable, of not less than ___ years).

____ (b) **VA Mortgage Loan**. This Contract is contingent upon Buyers securing a commitment for a VA mortgage loan of maximum mortgage amount with VA funding fee financed or $_____ at an interest rate of no more than ____%. It is expressly agreed that, notwithstanding any other provisions of this Contract, Buyers shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the Contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. The Buyers shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Veterans Administration. Sellers agree to pay mortgage discount not to exceed ___% of the loan amount. Buyers agree to pay mortgage discount not to exceed ___% of the total loan amount. In case of an adjustable rate mortgage, the adjustment shall be no ore than _____% per adjustment and ___% for lifetime of loan.

____ (c) **FHA Mortgage Loan**. This Contract is contingent upon Buyers securing a commitment for an FHA mortgage loan of maximum mortgage amount with MIP financed or $_____ at an interest rate of not more than ____%. It is expressly agreed that, notwithstanding any other provisions of this Contract, the Buyers shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Sellers have delivered to the Buyers a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than $_____, which statement the Sellers hereby agree to deliver to the Buyers promptly after such appraised value statement is made to the Sellers. The Buyers shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation by the Federal Housing Commissioner. (The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or the condition of the property. The Buyers should satisfy themselves that the price and condition of the property are acceptable.) Sellers agree to pay mortgage discount not to exceed ____% of the above loan amount. Buyers agree to pay mortgage discount not to exceed ____% of the total loan amount. In case of an adjustable rate mortgage the adjustment shall be no more than ___% per adjustment and ___% for lifetime of loan.

____ (d) **LOAN PROGRAM (If Applicable): FMHA__ UDAG__ OTHER**

____ (e) **Loan Origination Fees and Points**. Loan origination fee (points) to Buyers not greater than ____% of loan amount and with points to Seller no greater than ____% of the loan amount.

____ (f) **Adjustable Rate**. On an adjustable rate mortgage the adjustment shall be no more than ____% per year and ___% for the lifetime of the loan.

X__ (g) CASH: This transaction is a cash sale. ____ With contingency (See Attached Amendment) ___ Without contingency

19. **Diligent Effort and Notice**. This Contract may be immediately terminated by Notice of Termination served by Sellers upon Buyers, if Buyers have not formally applied for the above financing on or before _____. If Buyers, after diligent effort, are unable to obtain such a commitment on or before _____, and serve written Notice of Termination upon Sellers, stating such inability, then Buyers shall be entitled to refund of the earnest money and this Contract shall be void. If 7 days prior to the commitment deadline no such notice has been served by Buyers upon Sellers, the Sellers may take no action in which case this financing contingency shall continue. Alternatively, Sellers may at any time thereafter serve upon Buyers notice that Buyers have 7 days thereafter to serve Notice of Termination. If no such Notice of Termination is served by Buyers upon Sellers within that additional 7 day period, then this Contract shall remain in full force and effect and the financing contingency shall be deemed to have been waived by Buyers.
20. **Personal Property**. Upon closing, free and clear title to the items of personal property listed below shall pass to Buyers without a separate instrument of conveyance. This personal property is either (1) typical of items customarily transferred with residential property in the community, or (2) is of no significant monetary value and is being left on the premises for the convenience of Sellers and with the consent of Buyers, or (3) is being sold for the price indicated, which shall be paid separately at closing. Personal property transferred hereby: _____
_____
_____

Offer and Acceptance Deadline. This will be a legally binding Contract if all parties sign it and initial any changes on or before _____ at _____. Otherwise, it is void and all earnest money shall be returned to Buyers.

THIS CONTRACT INCLUDES THE FOLLOWING PRE-PRINTED AMENDMENTS WHICH ARE CHECKED:

_____ Appraisal _____ Repair _____ Cash Sale Contingency _____ Sale of Buyers' Residence

WARNING: THIS CONTRACT IS VOIDABLE BY EITHER PARTY IF USED FOR ANY TRANSACTION OTHER THAN THE PURCHASE OF A PREVIOUSLY OCCUPIED SINGLE FAMILY PROPERTY. DO NOT USE THIS FORM WITHOUT THE ADVICE OF AN ATTORNEY FOR INSTALLMENT SALES, MOBILE HOMES, MULTI-FAMILY PROPERTY, COMMERCIAL PROPERTY, EXCHANGES, COOPERATIVE SHARE TRANSFERS, NEW CONSTRUCTION, OR HOMES NOT PREVIOUSLY OCCUPIED.

Sellers' Signatures:	**Buyers' Signatures:**
_____	_____
Date: _____ **Time:** _____	**Date:** _____ **Time:** _____

PREPARED BY:
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