

**Commercial Real Estate Sales Contract**  
For Use with Existing Commercial and Industrial Buildings  
(Not To Include the Sale of A Business)

1. \_\_\_\_\_ (Buyer) agree to purchase at a price of \$ \_\_\_\_\_ on the terms set forth herein, the following described real estate in \_\_\_\_\_ County, Illinois:

commonly known as \_\_\_\_\_, ("Premises" and, with approximate lot dimensions of \_\_\_\_\_ x \_\_\_\_\_, together with the following personal property presently located thereon:

2. \_\_\_\_\_ (Seller) agrees to sell the Premises and the personal property described above, if any, at the price and the terms set forth herein, and to convey or cause to be conveyed to Buyer or nominee title thereto by a recordable \_\_\_\_\_ deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) party wall rights and agreements, if any; (d) existing leases and tenancies; (e) special taxes or assessments for improvements not yet completed; (f) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (g) mortgage or trust deed specified below, if any; (h) general taxes for the year \_\_\_\_\_ and subsequent years including taxes which may accrue by reason of new or additional improvement during the year(s) \_\_\_\_\_; and permitted exceptions as follows:

3. Buyer has paid \$ \_\_\_\_\_ as earnest money to be applied on the purchase price to be held by \_\_\_\_\_, as Escrowee and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows: *(strike language and subparagraphs not applicable)*

(a) The payment of \$ \_\_\_\_\_

(b) The payment of \$ \_\_\_\_\_ and the balance payable as follows: \_\_\_\_\_

to be evidenced by the note of Buyer (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached, or in the absence of this attachment, the forms prepared by \_\_\_\_\_ and identified as Nos. \_\_\_\_\_, and by a security agreement (as to which Buyer will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignments of rents (if any).

(c) **FINANCING CONDITION:** (i) This Contract is subject to the condition that on or before \_\_\_\_\_, Buyer shall secure, or there shall be made available to Buyer, a written commitment for a loan to be secured by a mortgage or trust deed on the premises in the amount of \$ \_\_\_\_\_, or such lesser sum as Buyer accepts, with initial interest not to exceed \_\_\_\_\_%, plus any other usual and customary processing fees or closing costs charged or required by the lender where application has been made. The type of financing is:

\_\_\_\_\_  
\_\_\_\_\_  
(ii) If after the Buyer has submitted a true loan application and otherwise made every reasonable effort to procure a loan commitment from any source available to Buyer and has been unable to do so, and after serving written notice thereof upon seller within one (1) day after the time specified herein for securing such commitment, then this Contract shall become null and void, and all monies paid by Buyer hereunder shall be refunded; however, if Seller, at Seller's option, notifies Buyer within ten (10) days of Buyer's notice, that Seller intends to procure for Buyer such commitment within forty-five (45) days, then this Contract shall remain in full force and effect. **IN THE EVENT BUYER DOES NOT SERVE NOTICE OF FAILURE TO PROCURE SAID LOAN COMMITMENT UPON SELLER AS HEREIN PROVIDED, THEN THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT WITHOUT ANY LOAN CONTINGENCIES;** (iii) Buyer shall, at Buyer's expense, execute all documents necessary to procure a mortgage loan from any source. Buyer shall be allowed a reasonable time prior to closing to have a mortgage or trust deed placed of record and to arrange for access to the proceeds thereof, any delays caused by Buyer's lender shall not constitute a default by Seller. (iv) Seller shall allow reasonable inspection of the premises by Buyer's Lender and furnish any pertinent information requested by Lender's representative.

Other: \_\_\_\_\_

Address: \_\_\_\_\_

**4. THE CLOSING DATE AND POSSESSION:** Closing shall be on or before \_\_\_\_\_, 20\_\_ (or on the date, if any, to which said date is extended by reason of paragraph nine (9) at \_\_\_\_\_, or at Buyer's lending institution, if any. Possession of the Premises shall be delivered to Buyer at closing.

**5. BROKER'S COMMISSION:** Seller agrees to pay a broker's commission to \_\_\_\_\_ in the amount set forth in the broker's listing contract or as follows: \_\_\_\_\_.

**6. CERTIFICATE OF INSPECTION/ZONING:** seller shall provide any certificate of inspection (without violations) required by local ordinance prior to delivery of deed except as otherwise provided herein. Seller shall deliver evidence to Buyer by \_\_\_\_\_, 20\_\_, that the Premises are presently zoned \_\_\_\_\_ and present use is (conforming) (legally non-conforming).

**7. TRANSFER TAX:** The Seller shall pay for the State of Illinois and County Real Estate Transfer Tax Stamps. Any applicable transfer tax imposed by a municipality shall be paid by the party designated in the ordinance imposing the tax. In the event that no party is designated, then such tax shall be paid by the Seller.

**8. TITLE:** At least five (5) business days prior to the closing date Seller shall furnish or cause to be furnished to Buyer at Seller's expense, a commitment issued by a title insurance company licensed to do business in Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) in the amount of the purchase price covering the date hereof, subject only to: (a) the general exceptions contained in the policy; (b) the "permitted exceptions" set forth in Paragraph Two; (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient) to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing; and (d) acts done or suffered by, or judgments against Buyer, or those claiming by, through or under Buyer. If the title commitment discloses unpermitted exceptions, the Seller shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions waived, or, in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time the Buyer may terminate the Contract between the parties, or may elect upon notice to the Seller within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyer does not so elect, the Contract between the parties shall become null and void without further action of the parties, and all monies paid by Buyer hereunder shall be refunded. Every title commitment which conforms with this Paragraph Eight shall be conclusive evidence of good title therein shown, as to matters insured by the policy, subject only to special exceptions therein state.

**9. DEED AND OTHER DOCUMENTS:** Seller shall, at the closing, convey to Buyer or their nominee, title to the real estate set forth herein by good and sufficient Warranty Deed, or other appropriate deed if title is in a trust or an estate, in recordable form subject only to the permitted exceptions set forth herein, together with proper documentary stamps and locally approved tax declaration statement if applicable. Seller shall also deliver to Buyer or their nominee, title to the personal property by Bill of Sale with warranty of title, if requested by Buyer. If existing insurance and/or leases are to be assigned, the parties shall execute assignments and acceptances thereof.

**10. ATTORNEY REVIEW:** The terms of this Contract and all Riders attached, except the purchase price, closing date, and possession date, are subject to good faith modification (which may include additional terms) by the attorneys for the parties within three (3) business days from the Contract date (excluding Saturday, Sunday, and legal holidays). Notice of modification shall be in writing, served upon the other party or his agent, and shall state the specific terms to be modified and the proposed revisions. The modifications must be accepted, rejected or modified by the other party within three (3) business days from the effective date of the notice of the first proposed modifications. FAILURE TO RESPOND TO THE PROPOSED MODIFICATIONS WITHIN THE TIME SET FORTH HEREIN SHALL BE DEEMED ACCEPTANCE OF THE MODIFICATIONS. No other offer may be accepted during the modification period unless the offer is contingent upon termination of this Contract. If all or some of the proposed modifications are not accepted, the party proposing the modifications shall have the right within three (3) business days after the effective date of the notice of rejection of any or all of the proposed modifications to accept the Contract without the proposed modifications or with the accepted modifications, if any, or declare the Contract null and void. If no proposed modifications are requested by any party within three (3) business days of the Contract Date, the provision of this paragraph shall be inoperative and the Contract shall remain in full force and effect.

**11. PLAT OF SURVEY:** Seller, at his own expense, agrees to furnish Buyer a current plat of survey (dated within three (3) months of the closing date) of the above real estate, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards showing any encroachments, measurements of all lot lines, all easements or record, building set back lines of record, fences, all building and other improvements on the Premises and distances thereof to the nearest two lot lines.

**12. SELLER'S REPRESENTATIONS:** Seller represents: (a) that he has received no notice of any Ordinance or Building Code violation that has not been corrected or pending special assessment from any governmental body in connection with the Property; and (b) that all equipment and appliances to be conveyed, including but not limited to the following, are in operating condition: all mechanical equipment; heating and cooling equipment; water heaters and softeners; septic, plumbing, and electrical system; kitchen equipment remaining with the Property and any miscellaneous personal property to be transferred to the Buyer. Upon the Buyer's request, the Seller shall demonstrate to the Buyer or Buyer's representative all said equipment and upon receipt of written notice of deficiency and shall promptly and at Seller's expense correct deficiency. IN ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM THE BUYER PRIOR TO BUYER'S POSSESSION IT SHALL BE CONCLUDED THAT IF THE CONDITION OF THE INSPECTION REVEALS ANY DEFECTS IN THE ITEMS STATED ABOVE, IT SHALL BE THE RESPONSIBILITY OF SELLER TO CURE SAID DEFECTS PRIOR TO POSSESSION BY BUYER.

Address: \_\_\_\_\_

**13. PRORATIONS:** Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contract, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) below (*Strike subparagraphs not applicable*):

- (a) \_\_\_\_\_% of the most recent ascertainable taxes;
- (b) The most recent ascertainable taxes and subsequent readjustment thereof pursuant to the terms of re-proration letter attached hereto and incorporated herein by reference.
- (c) [Other]  
\_\_\_\_\_

The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: \_\_\_\_\_

All prorations are final unless otherwise provided herein. Miscellaneous Prorations: Proratable public utility costs, including heat, light, power, electricity, water or fuel remaining in storage on said premises; premiums on any insurance policies assigned to Buyer; rents and deposits, if applicable; accrued interest on any assumed mortgage; private service contracts; and association dues and assessments, if any, shall be prorated as of the Closing date. Recurring special charges and special taxes shall be prorated on the basis of the last ascertainable bill. Existing leases and assignable insurance policies, if any, shall then be assigned to Buyer.

**14. UNIFORM VENDOR AND PURCHASER RISK ACT:** The provision of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

**15. REAL ESTATE SETTLEMENT PROCEDURES ACT:** Seller and Buyer shall provide such information as may be required and execute all documents necessary in order to comply with the provision of the Real Estate Settlement Procedures Act as amended.

**16. TERMINATION:** If this Contract is terminated without Buyer's fault, the earnest money shall be returned to the Buyer, but if the termination is caused by the Buyer's fault, then upon notice to the Buyer, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages.

**17. ESCROW CLOSING:** At the election of Seller or Buyer, upon notice to the other party not less than five (5) days prior to the closing date, the sale shall be closed through an Escrow with a title company licensed to do business in the State of Illinois, in accordance with the general provisions of a deed and money Escrow Agreement, consistent with the terms of this Contract. Upon creating of such an Escrow, anything in this Contract between the parties to the contrary notwithstanding, payment of the purchase price and delivery of the Deed shall be made through the Escrow, and, if no broker is involved in the transaction, the earnest money shall be deposited in the Escrow. The cost of the Escrow shall be divided equally between the Seller and the Buyer, except that the Buyer shall pay the money lender's Escrow charges.

**18. TIMING:** Time is of the essence of this Contract.

**19. NOTICES:** All notices required to be given under this Contract shall be construed to mean notice in writing signed by or on behalf of the party giving same, and the same may be served upon the other party or his agent personally, by facsimile or by certified or registered mail, return receipt requested to the parties at the address set forth herein.

**20. FACSIMILE:** For purposes of negotiating and finalizing the Contract, any SIGNED document, transmitted by FAX Machine shall be treated in all manner and respects as an ORIGINAL document. The signature of any party shall be considered for these purposes as an ORIGINAL signature. Any such FAX documents shall be considered to have the same binding legal effect as an ORIGINAL document. At the request of either party, any FAX document shall be re-executed by both parties in an ORIGINAL form. The parties agree that neither shall raise the use of the FAX machine or the fact that any signature or document was transmitted or communicated through the use of a FAX machine as a defense to this Contract, or to any document or rider executed in connection with this Contract and forever waive any such defense.

**21. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT:** This contract is contingent upon approval by Buyer of the condition of the real estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by a contractor selected by Buyer, within \_\_\_\_\_ days after Seller's acceptance of this Contract. Buyer shall indemnify Seller from and against any loss or damage to the real estate caused by the acts of negligence of Buyer of the person performing such inspection.

**22. INTERNAL REVENUE CODE §1031LIKE-KIND EXCHANGE:** Buyer agrees that it will cooperate with Seller and its agents to perfect a §1031 of the Internal Revenue Code like-kind exchange, provided no risk or cost accrues to Buyer by its cooperation.

THIS DOCUMENT IS PROVIDED AS A COURTESY BY THE KANKAKEE-IROQUOIS-FORD ASSOCIATION OF REALTORS®, WHICH ASSUMES NO RESPONSIBILITY FOR ITS LEGAL SUFFICIENCY OR CONTENTS. THE PARTIES ARE CAUTIONED THAT THIS IS A LEGALLY BINDING CONTRACT. IF THE TERMS ARE NOT UNDERSTOOD, PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IT.

Address: \_\_\_\_\_

**BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE OWNERSHIP OF PARCELS OF COMMERCIAL OR INDUSTRIAL REAL ESTATE THAT MAY BE AFFECTED BY ENVIRONMENTAL DEFECTS OR OTHERWISE SUBJECT TO FEDERAL AND/OR STATE ENVIRONMENTAL REGULATIONS, SELLERS AND BUYERS ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO EXECUTING A CONTRACT FOR PURCHASE AND SALE, REGARDING SUCH LIABILITY RISKS AND REGARDING ADDITIONAL CONTRACT LANGUAGE ADDRESSING THE ASSESSMENT OF ENVIRONMENTAL LIABILITY RISKS.**

**THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES, DELIVERED, AND EARNEST MONEY IS RECEIVED**

\_\_\_\_\_  
Date of Offer

\_\_\_\_\_  
**DATE OF ACCEPTANCE**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Print Buyer(s) Name(s)

\_\_\_\_\_  
Print Seller(s) Name(s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

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**FOR INFORMATION ONLY**

\_\_\_\_\_  
Selling Office

\_\_\_\_\_  
Listing Office

\_\_\_\_\_  
Selling Agent

\_\_\_\_\_  
Listing Agent

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone No Fax No.

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Phone No Fax No.

\_\_\_\_\_  
Buyer's Attorney Email

\_\_\_\_\_  
Seller's Attorney Email

\_\_\_\_\_  
Address

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Address

\_\_\_\_\_  
Phone No Fax No.

\_\_\_\_\_  
Phone No Fax No.

\_\_\_\_\_  
Mortgage Company

\_\_\_\_\_  
Loan Officer Phone No.

\_\_\_\_\_  
The undersigned acknowledges receipt of the earnest money (Cash, Check, Note)

\_\_\_\_\_