

CASH SALE REAL ESTATE CONTRACT

THIS AGREEMENT is entered into as of this ____ day of _____, 20____, by and between the CITY OF ROCK FALLS, an Illinois municipal corporation (“Seller”) and _____ (“Buyer”).

1. Seller agrees to sell and convey to the Buyer and Buyer agrees to purchase from the Seller at the price of _____ AND NO/100 DOLLARS (\$_____) the real estate described as follows, to-wit:

Lot Twenty-one (21) in Block “D” in Woodworth’s Subdivision in the City of Rock Falls, Whiteside County, Illinois, situated in the County of Whiteside and the State of Illinois, according to the Plat recorded July 22, 1874 in Plat Book 3 page 11.

PIN #11-27-126-006

and further subject to real estate taxes for all years, which Buyer assumes and agrees to pay and subject to any and all existing rights-of-way for public highways, utilities and drainage and subject to all existing easements, covenants, restrictions and reservations of record.

2. Seller hereby states and Buyer hereby acknowledges, having had the opportunity to inspect the Property on a date and at a time scheduled by Seller, that the building thereon is in violation of various building and/or property maintenance codes presently in force in the City of Rock Falls.

3. Buyer has paid _____ (5% of purchase price or \$1,000.00, whichever is greater) as earnest money and agrees to pay the balance of the purchase price at closing which shall occur on or before thirty (30) days from the date hereof upon delivery to the escrow agent described below of a good, sufficient and legally recordable quit claim deed conveying said real estate to the Buyer, subject to the provisions herein stated, provided that the title is merchantable in the Seller at the time of delivery of such deed and provided a title insurance policy insuring the Buyer in the amount of the purchase price, or the minimum insurable value, whichever is greater, has been furnished as herein required. The deposit of a good, sufficient and legally recordable quit claim deed with H.B. Wilkinson Title Company as escrow agent shall constitute good and sufficient tender of performance by Seller of Seller’s obligations to convey title under this contract. The deed shall be retained in escrow, with appropriate instructions given to the escrow agent, until Buyer has completed all terms and conditions on his part to be performed hereunder as set forth in paragraph 15 hereof.

4. Seller shall furnish Buyer with a commitment for title insurance showing merchantable title in Seller as soon as practicable. Buyer shall serve written objections to the title as disclosed by said report, within thirty (30) days after the commitment for title insurance has been delivered to Buyer or Buyer's attorney, for examination. In the event objections are made which Seller deems trivial, such objections shall be submitted to a disinterested qualified

attorney who shall be agreed upon by the parties or to the Title Committee of the Whiteside County Bar Association and whose charges shall be paid jointly by the parties thereto and whose decision shall be final. Title insurance shall be in the amount of the purchase price of the real estate. A later day search fee is a part of the cost of the policy.

5. Seller shall prepare, execute and deliver to Buyer the real estate transfer declaration of the Department of Revenue and pay the transfer tax. Seller shall prepare, execute, and deliver any additional documents or affidavits reasonably required by the Recorder of Deeds.

6. Seller shall leave personal property remaining on the premises as of the date of execution of this Agreement. It is expressly understood and agreed that Seller has not made and does not make any representations or warranties, express or implied, with respect to any personal property on the premises, including warranties of title, value, or any other matter or thing affecting or related to the personal property remaining on the premises. Buyer does hereby expressly acknowledge that no such representations or warranties have been made. Buyer hereby assumes all risk of damage or loss resulting in any way as a consequence of any disputes or claims with respect to the title to or ownership of, or right to possession of, any and all personal property remaining on the premises. Buyer further agrees to indemnify and hold Seller harmless from and against any and all claims, demands, and causes of action of whatsoever kind or nature which may be brought by third parties with respect to the personal property remaining upon the described premises.

7. Buyer further agrees that Seller shall not be responsible for removal of any waste materials from the premises, including, but not limited to, waste refuse, garbage, debris, or other unwanted or unusable products of whatsoever kind or nature. Buyer expressly warrants that disposal of any such materials shall be performed only in compliance with applicable Illinois Environmental Protection Agency and State of Illinois Rules and Regulations governing the disposal of such materials. Additionally, should Buyer elect to proceed with demolition of the existing structures, Buyer warrants that Buyer shall comply with the applicable Illinois Environmental Protection Agency and State of Illinois Rules and Guidelines governing demolition of buildings, including, but not limited to, dust abatement. Disposal of any waste materials shall be made at a site which complies with all requirements of the Illinois Environmental Protection Agency.

8. Possession shall be given to Buyer at closing.

9. Payment of the purchase price shall be at the offices of WARD, MURRAY, PACE & JOHNSON, P.C., 202 East 5th Street, Sterling, Illinois or at such other location as maybe mutually agreed upon by the parties.

10. If, when neither the legal title nor the possession of the subject matter of the contract has been transferred, all or a material part thereof is destroyed without fault of Buyer or is taken by eminent domain, Seller cannot enforce this contract, and Buyer is entitled to recover any portion of the price that he has paid. However, if, when either the legal title or the possession of the subject matter of the contract has been transferred, all or any part thereof is

destroyed without fault of Seller or is taken by eminent domain, Buyer is not thereby relieved from a duty to pay the price nor is he entitled to recover any portion thereof that he has paid and the contract shall continue to be binding. Buyer shall have the option of applying and be obligated to apply the proceeds of any insurance upon the balance under this agreement or upon replacement or repair of such loss.

11. Unless and until the deed to the Property is delivered to Buyer by the escrow agent, upon fulfillment of all the terms and conditions on Buyer's part to be performed hereunder, Buyer shall furnish Seller with a copy of an insurance policy naming Seller as an additional insured insuring the improvements on the premises for an amount not less than 100% of replacement value or 100% of actual cash value (excluding land) whichever is less, but not less than \$75,000.00 for fire, extended coverage, and broad form perils. Said policy shall be properly endorsed to show the interests of the parties and shall be maintained by Buyer until delivery of the deed from escrow by the escrow agent to Buyer upon Buyer's fulfillment of all the terms and conditions hereunder on his part to be performed, at which time Seller may be removed as all additional insured under the policy.

12. In case of the failure of Buyer to perform any of the covenants on his part hereby made and entered into, this Contract shall, at the option of Seller, be forfeited and determined and Buyer shall forfeit all payments made by him with this Agreement and such payments shall be retained by Seller in full satisfaction of and in liquidation of all damages and Seller shall have the right to re-enter and retake possession of the premises aforesaid. Buyer shall not be entitled to any credit or refund of any amounts expended for repairs or improvements nor any credit or refund for the value of any such improvements.

13. Any continuing obligations contained herein shall not be merged in the deed.

14. It is mutually agreed that the time of payment and performance shall be of the essence of this Contract and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, and administrators of the parties hereto. Buyer may not assign any of its rights hereunder absent the written consent of Seller.

15. This Contract becomes binding when signed by all parties or when all parties have signed a duplicate counterpart. All previous agreements between the parties, pertaining to the described property, if any, are hereby cancelled.

16. The deed to be executed and delivered by Seller, and placed into the escrow established hereunder, shall be held in the escrow until satisfaction of all of the following conditions by Buyer. When Buyer has completed all of the following conditions, the deed shall be delivered to Buyer by the escrow agent, or recorded, at Buyer's instruction and expense. If Buyer shall fail to comply with any of the conditions set forth in this paragraph within the time period provided (or as may be extended pursuant to the provisions of this paragraph 15) then, upon certification by Seller of non-compliance, delivered in writing to the escrow agent, the deed placed in escrow by Seller shall be returned to Seller, and the rights of Buyer in and to the Property and under this agreement shall be terminated, shall be null and void and of no further force and effect. The conditions with which Buyer must comply are as follows:

(a) Buyer acknowledges that Buyer has had the opportunity to inspect the Property and improvements which are the subject of this Contract. Buyer acknowledges that the Property is offered to Seller and is being purchased by Buyer on an "as is" basis, meaning that Buyer agrees that Buyer has been afforded the opportunity to fully and completely examine, inspect, test and investigate the Property. Notwithstanding anything to the contrary in this Contract, it is expressly understood and agreed that Buyer is acquiring the Property "AS IS," and with any and all faults and that Seller has not made and does not make any representations or warranties, express or implied, with respect to the quality, physical condition, value of the property or improvements thereof, or any other matter or thing affecting or related to the Property or this Contract (including, without limitation, warranties of habitability, warranties of merchantability and/or of fitness for a particular purpose), which might be pertinent in considering the purchase of the Property, and Buyer does hereby expressly acknowledge that no such representations or warranties have been made. Seller is not liable for any warranties or representations, either express or implied, promises, statements or information pertaining to the Property made or furnished by any broker, or any real estate agent, employee, servant or other person representing or purporting to represent Seller. Buyer acknowledges that the Property is in violation of various building and/or property maintenance codes presently in force the City of Rock Falls. In conjunction therewith, Buyer agrees that Buyer shall correct all deficiencies in the structure, so as to make the structure compliant with all applicable building and/or property maintenance codes. The exterior of the structure shall be placed into compliance on or before one (1) year from the date of this agreement, and the interior shall be placed into compliance on or before two (2) years from the date of this agreement, to the reasonable satisfaction of the building inspector of the City of Rock Falls. Buyer may apply to Seller for an extension of the completion date, not to exceed sixty (60) days, if delays occur owing to unforeseen circumstances beyond Buyer's control.

(b) Buyer further agrees to demolish and remove the existing garage from the property within six (6) months from the date of this agreement. Prior to said demolition, Buyer shall post a Five Thousand and no/100 dollars (\$5,000.00) demolition completion bond with the City of Rock Falls to insure that all demolition debris is removed from the site, and that no demolition debris is used to backfill the site and that the demolition process otherwise comports with the applicable codes and requirements of the Code of the City of Rock Falls.

(c) Buyer may also elect to demolish the entirety of the existing structures and construct a new residential structure, compliant with all applicable building and/or property maintenance codes on the described premises, on or before _____, to the reasonable satisfaction of the Building Inspector of the City of Rock Falls. Within ninety (90) days from the date of this agreement, Buyer shall notify the Building Official of the City of his intent to demolish and construct a new residence if that is the choice made for compliance with this agreement, and if Buyer shall fail to so notify, then Buyer shall be deemed to have elected to remediate the deficiencies in the existing structure. Upon written certification from the City of Rock Falls Building Department that either (i) all code deficiencies in the structure have been remediated to the reasonable satisfaction of the City of Rock Falls Building Department, or (ii) a new residential structure has been constructed to the reasonable satisfaction of the City of Rock Falls Building Department, the escrow agent shall deliver the deed to Buyer.

(d) In the event Buyer elects to proceed with demolishing the entirety of the structure as provided in subsection (c) hereof, Buyer shall post a Twenty Thousand and no/100 dollars (\$20,000.00) demolition completion bond with the City of Rock Falls. The purpose of said bond shall be to insure that all demolition debris is removed from the site, that no demolition debris is used to backfill the site and that the demolition process otherwise comports with the applicable codes and requirements of the Code of the City of Rock Falls. The demolition of the structure shall be completed within ninety (90) days of the date of execution of this Agreement. In the event Buyer chooses to correct the deficiencies in the existing structure, as set forth above, the demolition completion bond shall become void as of ninety (90) days from the date of execution of this contract.

(e) Until completion of all necessary repairs and remediation of all building and property maintenance code violations, or completion of new construction, Buyer agrees to permit periodic inspections by the Rock Falls Building Department upon reasonable request. Buyer further agrees, to the extent practicable, to maintain the Property in a reasonably satisfactory condition as to appearance, including, but not limited to, maintenance of the curtilage of the Property. In the event it is necessary for Seller to institute any code enforcement proceedings for such property maintenance deficiencies, Buyer agrees that Seller shall be entitled to recovery of attorneys fees and court costs in the successful prosecution of any such property maintenance violations, and for successful suit to enforce this Contract or any term or provision hereunder. Seller will provide notice of any such violations with a reasonable opportunity for corrective action prior to institution of any such code enforcement proceedings.

(f) All work on the described Property shall be done in compliance with applicable building and property maintenance codes, and Buyer further agrees to secure all requisite permits from Seller prior to commencement of such work.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER:
CITY OF ROCK FALLS

BUYER:

By: _____
Mayor

ATTEST:

City Clerk