

RESIDENTIAL REAL ESTATE CONTRACT

FIRST ROBINSON SAVINGS BANK, N.A., Independent Representative of the Estate of Dorothy Miller, deceased, hereinafter "Seller", agrees to sell and

_____, of _____

_____, hereinafter "Buyer", agrees to buy the real estate more particularly described on the Legal Description Rider, upon the following terms and conditions:

1. PURCHASE PRICE. Purchase Price of _____ shall be paid as follows: Initial earnest money of One-thousand Dollars (\$1000.00) by personal check shall be delivered to United Country Burke Auction & Realty by Buyer upon execution of this Contract. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing by wire transfer of funds, certified, cashier's, or mortgage lender's check as may be required by the closing agent.
2. REAL ESTATE. At Closing, Seller agrees to convey to Buyer the real estate described on the Legal Description Rider, together with all improvements and fixtures located thereon. Seller makes no warranty as to the condition or suitability of the real estate, improvements and fixtures and it is sold by Seller and accepted by Buyer "AS IS, WITH ALL FAULTS".
3. CLOSING. Closing shall be held not later than 30 days after evidence of title as hereinafter set forth is provided to Buyer. In addition Closing is contingent upon Court approval of the sale as required by the Illinois Probate Act. To the extent that approval by the Court pursuant to the Illinois Probate Act takes longer than 30 days from the date title evidence is provided, the Closing date is continued until such approval is obtained.
4. POSSESSION. Seller shall deliver possession to Buyer at the time of closing.
6. PRORATIONS. General real estate taxes for 2021 payable 2022 shall be paid prior to Closing. In the event this matter closes prior to December 31, 2022, Buyer shall be entitled to a prorated credit for general real estate taxes from January 1, 2022 to date of closing. In the event the Closing takes place after December 31, 2022, Buyer shall be entitled to a credit for the full calendar year of 2022. Buyer shall be responsible for all real estate taxes of 2023 payable 2024 and thereafter.
7. "AS IS" CONDITION. This Contract is for the sale and purchase of the real estate in its "AS IS" condition. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the real estate have been made by Seller.
8. MORTGAGE CONTINGENCY. This Contract is not contingent upon the

Buyer obtaining mortgage financing.

9. DEED. Seller shall convey to Buyer good and merchantable title to the real estate by recordable general Independent Representatives Deed, with release of homestead rights, and with real estate transfer stamps to be paid by Seller. Title, when conveyed, shall be subject only to: (a) general real estate taxes for 2022 payable 2023 and subsequent years; (b) building, zoning and subdivision restrictions, building line and use or occupancy restrictions and covenants of record provided that the same are not violated by the existing improvements or the present use of the property and provided further that such restrictions or covenants do not contain a reverter or right of re-entry, (c) private and public utility easements; (d) public roads and highways, provided these easements or roads and highways do not underlie the existing improvements; and (e) acts done or suffered by the Buyer.

10. TITLE. At Seller's expense, Seller will deliver to Buyer a Title Insurance Commitment as prepared by Weber Title, Inc. showing merchantable title in Seller. Title shall be subject only to: (a) those items listed in paragraph 9; (b) liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller may remove at that time by using the funds to be paid upon the delivery of the deed; and (c) standard exceptions. Buyer shall serve Notice upon Seller of any title defects disclosed by the title evidence for which Buyer requests resolution by Seller sufficiently in advance of Closing, together with a copy of the title evidence which discloses the title defect. Seller shall have twenty-one (21) Business Days after Notice to cure any title defects, and the date of Closing shall be extended by twenty-one (21) Business Days. All costs associated with procurement of the Owner's Title Insurance Commitment and Policy will be borne solely and only by Seller. Although Mortgage contingency is not part of this Contract, any Mortgage Commitment or Policy desired by Buyer shall be obtained at Buyer's expense.

11. SURVEY. The Seller shall not be required to furnish a survey to Buyer.

12. NOTICE. All Notices shall be in writing and shall be served in the following manner: (a) by personal delivery; or (b) by mailing to the address recited herein by regular mail and certified mail, return receipt requested. Notice served by certified mail shall be effective on the date of mailing.

13. BUSINESS DAYS. Business Days are defined as Monday through Friday, excluding Federal holidays.

14. DEFAULT. In the event Seller defaults, Buyer's sole remedy will be the return of the earnest money. In the event Buyer defaults, Seller shall have any and all remedies included but not limited to retention of earnest money.

15. CHOICE OF LAW. All terms and provisions of this Contract shall be governed by the laws of the State of Illinois.

Date: _____.

BUYER'S SIGNATURE

BUYER'S SIGNATURE

BUYER'S PRINTED NAME

BUYER'S PRINTED NAME

Date: _____.

_____, Seller
FIRST ROBINSON SAVINGS BANK, N.A. TRUST
DEPARTMENT

EXHIBIT A

Lot Number One in Highland Heights First Addition to the City of Robinson, Illinois.