

REAL ESTATE TAX PAYMENT AGREEMENT

Date: _____

Purchaser(s): _____

Property: _____

This letter shall constitute our agreement with respect to the payment of real estate taxes in connection with the purchase of the captioned property.

It is understood that notwithstanding the provisions of the real estate contract to prorate real estate taxes based on the last ascertainable tax bill, since the last ascertainable tax bill included other property in _____ and was based on a valuation other than as currently improved, _____

It is understood that real estate taxes for the captioned property for the year ____ shall be prorated based upon actual tax bill issued for said year, subject to the following conditions:

1. In the event the captioned property is not separately assessed, but is encompassed in a tax bill which includes other property in _____ then our proportionate share of said tax bill will be based upon our prorata interest in the property encompassed in said tax bill and we will pay to _____, upon demand, said prorata share.
2. In the event the captioned property is separately assessed and the tax bill is based not on a partial assessment, but on the basis of a fully improved property reflecting the building structure as 100% complete for the full twelve month period, said tax bill will be prorated on its total amount, and upon demand _____ will pay to us said prorata share.
3. In the event the captioned property is separately assessed and the tax bill is based on a partial assessment reflecting the structure as anything less than 100% complete, said tax bill will not be prorated on its total amount, but only on that portion which is applicable to the land assessment, and upon demand _____ will pay to us said prorata share.

By: _____

I/We have read the foregoing and agree to the terms and conditions contained therein

Exhibit "D" LIMITED EXPRESS

WARRANTY

1. EXCLUSIVE WARRANTY. This warranty replaces all other express or implied warranties of Seller including all warranties of habitability, merchantability and fitness for a particular purpose. This Warranty does not extend to incidental or consequential damages. The warranties stated herein are the only warranties made by Seller and are in lieu of all other warranties including the "IMPLIED WARRANTY OF HABITABILITY" which is hereby disclaimed by seller and waived by purchaser.

2. CONSTRUCTION. Seller warrants the residence to be constructed in accordance with standards of workmanship generally accepted in the residential construction industry in the metropolitan Chicago area and in compliance with local building code ordinances and applicable rules and regulations of other governmental agencies so that it shall meet the requirements for the issuance of a certificate of occupancy from the applicable municipality.

3. REMEDY OF DEFECTS. Seller warrants that it shall remedy any defect of workmanship and material brought to the attention of Seller within one (1) year of date of Possession by written notice from Purchaser, except as otherwise limited in this Limited Warranty.

4. WARRANTY EXCLUSIONS. The Following are exempted from all of the above warranties:

- A. Defects in driveways, walkways, patios, boundary walls or retaining walls which are not necessary for the Residence's structural stability; fences, wood decks, wood post or wood stairways; off-site improvements, or any other improvements not a part of the Residence itself.
- B. Landscaping (including sodding, seeding, shrubs, trees and plantings).
- C. Adjustments to garage doors; leaks due to snow or rain driven into (he attic through louvers or vents; ice build-up on roof (prevention of ice build up on the roof is Purchaser's responsibility).
- D. The following specific conditions and/or items:
 - 1. Hairline Cracks: Concrete foundation, patios, walks and drives can develop keeping it free and clear of ice and snow, do not apply salt in any form. Mortar cracks can develop in the mortar used in bonding bricks together. This is a normal condition due to shrinkage in either the mortar or the brick.
 - 2. Floor squeaks: Extensive research and writing on the subject concludes that much has been tried, but little can be done about oak and plywood floor squeaks.
 - 3. Brick discoloration: Brick may discolor due to the elements, rain run-off, weathering, or its innate materials.
 - 4. Stained woods: Woods, cabinets, paneling, doors and wood trim all have variations in wood grain and color. These variations cannot be controlled.
 - 5. Paint: Good quality paint has been used internally and externally, primed and finished. Checks, cracks and peeling are common items due to causes other than the paint or its application.
- E. Appliances, equipment, personal property and fixtures (including such items as oven, range, dishwasher and disposal) which are consumer products, are not covered by this limited warranty. These items are frequently covered by the manufacturer's specific warranty, and these warranties, if any exist, are assigned and delivered to Purchaser at closing. Seller is not responsible for the performance of any manufacturer

under a manufacturer's warranty. However, Seller is responsible for proper initial installation of manufacturer's equipment.

F. Damage caused by acts of unauthorized third parties, including vandalism, negligence, improper maintenance or improper operation by anyone other than seller or its employees, agent or subcontractors. Any defects in, or caused by, materials or work supplied by anyone other than Seller, or its employees, agents or subcontractors.

G. Acts of God and accidents, including but not limited to fire, explosion, smoke, water escape, windstorm, hail, lightning, flood and earthquake.

H. Normal wear and tear and normal deterioration, ordinary maintenance.

5. SPECIFIC LIMITATIONS: The limited warranty on the following items and/or conditions is specifically limited as follows:

A. Exterior caulking and caulking in bathtubs and shower stalls will normally crack and should not be considered a problem. Seller hereby warrants exterior caulking and caulking in the bathtub and shower stalls and floor and wall tile grouting in the residence for a period of 90 days from date of possession.

B. Cracks, chips, dents, scratches, mars or spots in the following are excluded from this warranty unless such defects are listed on the preoccupancy checklist: carpet, tile, walls, doors and woodwork, cabinets and vanities, countertops and vanity tops, kitchen sink, appliances, plumbing fixtures, mirrors, medicine cabinets, light fixtures, windows and screens, garage door and brick.

C. Nail pops or cracks in walls, floors or ceilings are excluded from this warranty since these conditions do not result from faulty construction technique or defective materials but are the result of natural shrinkage, drying out of building materials, normal settlement of the Residence, seasonable changes, normal habitation of the Residence, wind loads or changes, or normal movement of the components. Such occurrences are common in gypsum wallboard installation and are a homeowner's maintenance responsibility. If abnormal conditions occur within the one year warranty period (such as excess compound joints, trowel marks, cracked corner beads or tape blisters) as determined by the Seller, then Seller will make corrections, but only once. If Seller makes an opening in a wall or ceiling, Seller may, but shall not be obligated to repaint, wallpaper or decorate walls or ceiling of any repaired areas to a better condition than that required by the Purchase agreement.

6. OTHER CONDITIONS.

A. SELLER shall not be required to honor the above warranties unless or until the Purchaser, shall have first sought to enforce existing manufacturer's warranties.

B. SELLER hereby reserves the option to repair or replace warranted systems or to pay the cash value of such repair or replacement.

ACCEPTED, APPROVED AND AGREED TO BY PURCHASERS, this _____ day of _____, 20____.
