

Proration of Property Taxes and the Merger Doctrine

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Under the merger doctrine, upon the delivery of a deed at the closing of a sale of property the provisions of the purchase and sale contract will generally merge into the deed, with the effect that the deed will be the only binding instrument following the closing. However, buyers and sellers of property are often faced with situations where certain negotiated terms of their deal, such as prorations, need to be addressed after the closing. This article describes a recent Illinois appellate court case involving the merger doctrine and the proration of property taxes following the closing.

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