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Selli	ng B	Broker (Co.)	() By <u>Kurt J. Ness</u> ( () By( ) flice code	individual code	
Provid	ed as a i	member service by the		individual code	
REALTOR	ASSO				
hars	<u> </u>		OVED PROPERTY)		
1 2	Dat	te:			
3	Α.	BUYER:		("Buyer")	
4 5		agrees to buy the following property from the terms, provisions, and conditions:	he owner ("Seller") for the consideration and subject to	o the following	
6					
7 8	В.	<b>PROPERTY:</b> The property ("Property") is kno	own as <u>271 S 1000 E Marion, IN</u> Grant County, <u>Marion</u> described as: <u>07-01-125 PTW ENDS NW SEC115.01A</u>		
9		Indiana, <u>46953</u> (zip code) legally c	described as: 07-01-125 PTW ENDS NW SEC115.01A		
10 11					
12 13 14 15 16 17 18 19		but not limited to, electrical and/or gas fixture thereto, built-in kitchen equipment, sump pun and grates, central vacuum equipment, windo and light fixtures, towel racks and bars, storm	ements and fixtures attached <b>(unless leased or exclud</b> es, heating and central air-conditioning equipment and a nps, water softener, water purifier, gas grills, fireplace in ow shades/blinds, curtain rods, drapery poles and fixture n doors, windows, awnings, TV antennas, wall mounts, s ge door opener with controls AND THE FOLLOWING:	all attachments serts, gas logs es, ceiling fans atellite dishes.	
20 21 22 23 24		Buyer at current market price measured within EXCLUDES THE FOLLOWING:			
25 26 27 28 29 30 31	C.	Form, multiple listing service or other pro at time of closing the transaction. Buyer community amenities if material.	ine what items are included/excluded, <u>not</u> the Seller omotional materials. All items sold shall be fully paid or should verify total square footage, land, room d be of (\$)	for by Seller imensions or	
32 33 34 35		applaisat of the inoperty, this Agreement is	s than the agreed upon purchase price, either party may	an the agreed	
36	D.	EARNEST MONEY:			
37 38 39 40 41 42 43 44		offer to purchase. Unless indicated othe and shall deposit Earnest Money received this Agreement and hold it until time of clo shall be returned promptly to Buyer in the submit Earnest Money in the contracted a to Escrow Agent's receipt of the Earnest M	y shall be delivered within <u>24 Hrs after auction ends</u> of a erwise in this Agreement, the listing broker shall act as d into its escrow account within two (2) banking days of osing the transaction or termination of this Agreement. B e event this offer is not accepted. If Buyer fails for any re- mount, Seller may terminate this Agreement upon notice <i>A</i> oney.	acceptance of Escrow Agent acceptance of Earnest money eason to timely to Buyer prior	
45 46 47 48 49 50 51 52 53 54 55		Broker, then Broker holding the Earnest M If no provision is made in this Agreement certified mail of the intended payee of the Seller enters into a mutual release or initi letter, Broker may release the Earnest Mo the Broker, Broker shall be absolved fro parties enter into a Mutual Release or a Co (release of earnest money). Buyer and	Buyer or Seller intends not to perform, and if Escrow Money may release the Earnest Money as provided in the t, Broker may send to Buyer and Seller notice of the dis e Earnest Money as permitted in 876 IAC 8-2-2. If nei iates litigation within sixty (60) days of the mailing date oney to the party identified in the certified letter. If the E on any responsibility to make payment to Seller or Buy ourt issues an Order for payment, except as permitted in Seller agree to hold the Broker harmless from any lial lisbursement of Earnest Money in accordance with this A	his Agreement. sbursement by ther Buyer nor of the certified scrow Agent is yer unless the 876 IAC 8-2-2 polity, including	
56 57 58 59 60	271	<ol> <li>Legal Remedies/Default: If this offer is legal cause, the earnest money shall be re rights to seek other legal and equitable monetary damages. All parties have the</li> </ol>	accepted and Buyer fails or refuses to close the trans. etained by Seller for damages Seller has or will incur. S e remedies, which may include specific performance legal duty to use good faith and due diligence in comple erial failure to perform any obligation under this Agreeme 46953	eller retains all and additional eting the terms	

61 62 63	E.	which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of Earnest Money. <b>METHOD OF PAYMENT: (Check appropriate paragraph number)</b>
64 65 66		1. □ CASH: The entire purchase price shall be paid in cash and no financing is required. Buyer to provide proof of funds within days of acceptance. Buyer to provide proof of funds submitted □ with offer □ within days of acceptance.
67 68		2. X NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
69 70 71		□ Conventional □ Insured Conventional □ FHA □ VA □ Other:
72 73 74		shall pay all costs of obtaining financing, except
75 76 77 78		Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.
79 80 81 82		<ol> <li>ASSUMPTION: (Attach Financing Addendum)</li> <li>CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)</li> <li>OTHER METHOD OF PAYMENT: (Attach Financing Addendum)</li> </ol>
	F.	TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary, including an appraisal, to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within $5$ days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than $45$ days after acceptance of the Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.
91 92 93 94 95 96 97 98 99 100	G.	<ol> <li>DATE: The closing of the sale (the "Closing Date") shall be on or before <u>May 15, 2017</u>, or within <u>days after</u>, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties.</li> <li>If closing cannot occur by "Closing Date" (or any mutually agreed extension thereto) due to any government regulation, the date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed 7 business days.</li> <li>FEE: The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by <u>Buyer (included in allowance, if provided)</u> Seller Shared equally.</li> <li>CONTINGENCY: This Agreement: S is not contingent upon the closing of another transaction:</li> </ol>
102 103 104 105 106 107 108 109 110 111 112 113 114 115 116		<ul> <li>is contingent upon the closing of the pending transaction on the property located at</li></ul>
117 118 119 120 121 122 123 124 125 126	H.	<ul> <li>POSSESSION:</li> <li>1. The possession of the Property shall be delivered to Buyer X at closing □ within days beginning the day after closing by □ a.m. □ p.m. □ noon or □ on or before days beginning if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$<u>N/A</u> per day. If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller shall pay Buyer \$<u>N/A</u> per day as liquidated damages until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.</li> <li>2. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to</li> </ul>
		Marion 46953

127 closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and 128 personal property not included in the sale. 129

- 3. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by 130 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a) terminate this Agreement with prompt return of earnest money to buyer or (b) elect to close the transaction, in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
  - 4. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the day of possession.
- 136 137 I. corner markers are not set; **X BOUNDARY SURVEY**, which is a survey where corner markers of the Property are 138 set prior to closing; WAIVED, no survey unless required by lender; at (Check one) D Buyer's expense 139 140 (included in allowance, if provided)  $\Box$  Seller's expense  $\Box$  Shared equally. The survey shall (1) be received 141 prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all 142 improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to 143 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released 144 from any and all liability relating to any issues that could have been discovered by a survey. This release shall 145 survive the closing.
- 146 147 J. FLOOD AREA/OTHER: If the property is located in a flood plain, Buyer may be required to carry flood insurance at 148 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood 149 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more 150 flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer X may a may not terminate this Agreement if the Property requires flood insurance. Buyer a may x may not terminate 151 152 this Agreement if the Property is subject to building or use limitations by reason of the location, which materially 153 interfere with Buyer's intended use of the Property. 154
- 155 HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain K. 156 a favorable written commitment for homeowner's insurance within N/A days after acceptance of this Agreement.
- 157 158 L. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, 159 knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and 160 161 other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. 162 Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not 163 limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young 164 children and/or the elderly. 165
- 166 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property 167 and its environmental status. The ONLY way to determine if Environmental Contaminants are present at the 168 Property at harmful levels is through inspections. 169

170 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental 171 Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection 172 173 result, repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. 174 This release shall survive the closing. 175

#### 176 M. INSPECTIONS: (Check appropriate paragraph number) 177

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185 186 Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

## 1. X BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

#### 2. D BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)

187 188 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by 189 licensed independent inspectors or qualified independent contractors selected by Buyer within the following 190 191 time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's 192 inspections. Seller must make all areas of the Property available and accessible for Buyer's 193 inspection. 271 S 1000 E Marion, IN 46953

**INSPECTION/RESPONSE PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase Agreement. Buyer shall have  $\underline{N/A}$  days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the **INITIĂL** inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have N/A additional days to order, receive and respond in writing to any additional reports.

If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana law, "**Defect**" means a condition that would have a significant adverse effect on the value of the **Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises), and after having given Seller the opportunity to remedy the defect Seller is unable or unwilling to remedy the defect to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.** 

#### 228 229 N. LIMITED HOME WARRANTY PROGRAM:

Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer 230 which  $\Box$  will **will not** be provided at a cost not to exceed \$ \_\_\_\_\_\_ charged to  $\Box$  Buyer  $\Box$  Seller and ordered by  $\Box$  Buyer  $\Box$  Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM charged to **Buyer Seller** 231 232 233 may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. 234 Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty 235 Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and 236 their companies shall be released and held harmless in the event of claims disputes with the Home Warranty 237 Provider. 238

### 239 O. DISCLOSURES: (Check one)

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Buyer □ has □ has not ≥ not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
 SALES DISCLOSURE.

242 2. Buyer □ has □ has not X not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
 243 AND ACKNOWLEDGMENT.

244 245 Ρ. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with X a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase 246 247 price or an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage 248 249 assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use 250 of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs. 251 252

Owner's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy
 (including title search and examination and commitment preparation), to be paid by □ Buyer (included in allowance, if provided) Seller □ Shared equally.

Lender's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Lender's Policy (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in allowance, if provided) Seller Shared equally Other\_\_\_\_\_

271 S 1000 E Marion. IN

261 The parties agree that **Seller** □ **Buyer** will select a title insurance company to issue a title insurance policy and 262 will order the commitment □ **immediately** or □ **other:** <u>Lime City Title Services</u>.

Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

# 270 271 Q. TAXES: (Check appropriate paragraph number) 272 □ 1. Buyer will assume and pay all taxes on the second second

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- I. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on \_\_\_\_\_\_\_, \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
- **X2.** All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates. This shall be a final settlement.

287 WARNING: THE SUCCEEDING YEAR TAX BILL FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING 288 REASSESSMENT PERIODS MAY GREATLY EXCEED THE LAST TAX BILL AVAILABLE TO THE CLOSING AGENT. 289

290 Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills. 291

- 292 Buyer may apply for current-year exemptions/credits at or after closing.
- 293 294 R. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or 295 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not 296 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall 297 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the 298 Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in 299 assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date 300 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special 301 assessments for municipal improvements completed after the date of this Agreement. 302
- 303
   304 S. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
   305 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
   306 writing to a different date and/or time.
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Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

310 311 T. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"): Documents for a mandatory membership association shall be delivered by the Seller to Buyer within 312 days after acceptance of this Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for 313 314 obtaining or verifying this information. If the Buyer does not make a written response to the documents within 315 days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the 316 317 Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within \_\_\_\_\_ days after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, 318 319 320 321 shall be paid by Buyer. 322

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

271 S 1000 E Marion, IN

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327 U. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
 328 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled
 329 to recover court costs and reasonable attorney's fees from the non-prevailing party.
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# 331 V. ADDITIONAL PROVISIONS: 332

- 1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/ assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
- 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- The Indiana State Police has created a registry of known meth contaminated properties which can be found at <u>www.in.gov/meth</u>. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
- 4. The Indiana Sheriff's Sex Offender Registry (<u>www.indianasheriffs.org</u>) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
- 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.
- 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
- 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
- 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
- 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2) information regarding this transaction may be published in a listing service, Internet or other advertising media.
- 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- 15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
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  16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # \_\_\_\_\_
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- 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

271 S 1000 E Marion, IN

••.	7. FURTHER CONDITIONS (List and attach any addenda): This is an irrevocable offer; Offer to expire 7 days after the auction ends. If the seller does not accept either as a primary or secondary offer all earnest money will be returned to the buyer					
<ul> <li>Special Note: If this is a Secondary / Backup Offer being accepted then this offer will stay in effect until auction date. Buyer may terminate secondary / Backup Offer at any time if the buyer herein has an acc property.</li> </ul>						
	Auction Term sheet and the Alternative Dispute Res	solution to	be apart of this agreement			
	Buyer agrees to abide to the Financing Addendum	which is a	part of this agreement.			
Χ.	document, they may seek the advice of an att transaction to which it relates. In any real	torney fo estate 1	owledge they have been advised that, prior to sig r the legal or tax consequences of this document transaction, it is recommended that you consul ngineer, or other person, with experience in evalu	t and It wit		
Y.	<b>ACKNOWLEDGEMENTS</b> : This $\Box$ is $\Box$ is not a limited agency transaction. Buyer and Seller acknowledge t each has received agency office policy disclosures, has had agency explained, and now confirms all agen relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involving this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreem and acknowledge receipt of a signed copy.					
	<b>EXPIRATION OF OFFER:</b> Unless accepted by <b>Noon, on</b> <u>3/30/2017</u> parties shall be relieved of any and all liability or	nd delivered to Buyer <b>by</b> <u>Midnight</u> <b>A.M</b> , this Purchase Agreement shall be null and vo ons.	I. □ I id an			
This Agreement/contract together with any and all subsequent forms, amendments and addenda may simultaneously or in two or more counterparts, each of which shall be deemed an original but all of wh shall constitute one and the same instrument. The parties agree that this Agreement, together with subsequent forms, amendments and addenda may be transmitted between them electronically or of parties intend that electronically or digitally transmitted signatures constitute original signatures and ar the parties. The original documents shall be promptly delivered, if requested.						
BL	IYER'S SIGNATURE	DATE	BUYER'S SIGNATURE	D		
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AA	. SELLER'S RESPONSE: (Check appropriate	paragra	oh number):			
Or	۱	. at	🗆 A.M. 🗆 P.M. 🗆 Noon			
	<ol> <li>The above offer is Accepted.</li> <li>The above offer is Rejected.</li> </ol>					
	<ol> <li>The above offer is Countered. See Count the Counter Offer.</li> </ol>	er Offer	. Seller should sign both the Purchase Agreen	nent		
SE	LLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	D		
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	Prepared and provided as a member service by t restricted to use by members of IAR. This is a		a Association of REALTORS®, Inc. (IAR). This form is	6		
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