

RESIDENTIAL PURCHASE AGREEMENT

_____ ("Buyer"), offers to purchase from _____
("Seller"), the real estate ("Real Estate"), commonly known as _____,
Indiana.

1. **Purchase Price.** The Purchase Price shall be _____
Dollars (\$ _____) ("Purchase Price") which is not negotiable.

2. **Improvements.** The Real Estate shall include all improvements either permanently installed, or which belong to or are used in connection with the Real Estate, wherever located, all light fixtures, ornamental fixtures, and all other contents of the residence, including refrigerator, draperies and blinds, and all appliances.

3. **Payment of Purchase Price.** The Purchase Price shall be paid in the following manner:

New Mortgage. Completion of this transaction shall be contingent upon Buyer's ability to obtain a Conventional first mortgage loan for _____ Dollars (\$ _____), payable in not less than thirty (30) years with an original rate of interest not to exceed ___% per year and with cost for origination fees, discount points or similar charges not to exceed One Thousand Dollars (\$1,000.00).

Time for Obtaining Financing. Buyer shall apply for any financing required above within _____ () days after the acceptance of this Agreement and shall diligently pursue financing in cooperation with the Seller. No more than thirty (30) days after the acceptance of this Agreement shall be allowed for obtaining a favorable commitment or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless the parties agree to an extension of time in writing.

4. **Conditions of Offer.** In addition to other provisions of this Agreement, Buyer's obligations hereunder are subject to satisfaction of the following conditions unless waived in whole or in part by Buyer:

- (a) All improvements on the Real Estate are located entirely within the property lines of the Real Estate and there are no encroachments on the Real Estate and no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.
- (b) Marketable title to the Real estate is conveyed to Buyer subject only to the following:

- (1) taxes and assessments which Buyer has agreed to pay;
 - (2) covenants, conditions, restrictions and easements, if any, set forth in the public record provided the same do not prohibit the use of the Real Estate for residential purposes and that violations will not result in forfeiture of title;
 - (3) liens and encumbrances which Buyer has agreed to pay; and
 - (4) zoning ordinances and other governmental restrictions affecting the use of the Real Estate provided that no violations now exist.
- (c) Possession of the Real Estate is delivered to Buyer in the condition existing at the time of this offer, ordinary wear and tear excepted.

5. **Title Evidence.** Seller, at Seller's expense, shall furnish Buyer an owner's policy of title insurance in an amount equal to the amount of the Purchase Price from a company acceptable to Buyer insuring marketable title to the Real Estate subject only to such exceptions as are permitted by this Agreement. If the survey made of the Real Estate does not conform to the Minimum Standards for an Indiana Land Title Survey, or if no survey is made, the policy may also except from coverage easements and liens not shown of record and matters that would be disclosed by an inspection or survey. The commitment for the title policy shall be ordered by the party obligated to pay for the commitment.

6. **Survey.** Buyer shall receive a survey of the Real Estate satisfactory to Buyer, certified as of a current date, showing the location of all improvements and easements located on the Real Estate. Seller shall pay for the costs of the survey. The survey shall be ordered by the party obligated to pay for it at the same time as the title commitment is ordered.

7. **Taxes and Assessments.** Buyer assumes and agrees to pay all assessments for public improvements becoming a lien after closing and all installments of real estate taxes due and payable May, ____, and thereafter. Buyer and Seller shall pro rate the taxes which become due and payable in November, ____ based upon the length of time the Seller occupies the residence in _____. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions.

8. **Risk of Loss.** Seller shall bear the risk of loss or damage to the improvements occurring subsequent to the acceptance of this Agreement and until delivery of the deed or contract. If damage occurs and the damage cannot be repaired for an amount not to exceed Ten Thousand Dollars (\$10,000.00), either party may cancel this Agreement and Seller will pay Buyer without delay the Earnest Money and any sums expended by Buyer for surveys or title evidence. If the

damage can be repaired for less than Ten Thousand Dollars (\$10,000.00), Seller shall pay for such repair.

9. Inspection. To the best of Seller's knowledge, Seller is unaware of any problems or defects in the heating, air conditioning, electrical systems, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well or septic systems and no contamination from mold or other environmental contaminations such as buried fuel tanks. Seller shall provide Buyer with a Seller's Disclosure Statement.

Buyer may have the improvements inspected by reputable and qualified parties doing business in the community within seven (7) days after acceptance of this offer. Inspections include, but are not limited to, heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well, septic, water analysis, wood eating insect infestation, radon and asbestos, and mold and buried fuel tanks.

If such an inspection is made and written inspection reports reveal either termite infestation, damage from present or past termite infestation, defects in the roof or foundation, or defects in the heating, air conditioning, plumbing or electrical systems or mold contamination or other damages or defects which constitute code violations and cannot be repaired or remedied for a total cost not to exceed Ten Thousand Dollars (\$10,000.00), either party shall have the right to cancel this Agreement in which event the Earnest Money and any sums expended by the Buyer for surveys and title evidence shall be paid promptly to the Buyer, unless the existence of the condition is waived by Buyer and Seller pays for the costs of the repair. If repairs can be made for the amount stated above or less, Seller shall pay such costs.

10. Prorations. Rents, insurance, interest, damage deposits, association dues/assessments or any other obligation assumed by Buyer shall be prorated through the day of closing.

11. Default. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Buyer, Seller's sole obligation shall be to return promptly the Earnest Money and any sums expended by Buyer for survey or title evidence; provided, however, Buyer shall have the right to pay and satisfy any existing liens not otherwise assumed by Buyer and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Buyer may pursue all available legal and equitable remedies.

If Buyer refuses to perform as required by this Agreement, Seller may elect either to pursue all available legal or equitable remedies or declare a forfeiture hereunder and retain the Earnest Money as liquidated damages which shall be Seller's sole remedy at law or in equity.

12. Closing.

- (a) Date of Closing. Closing date is negotiable. Either party may, however, request and receive a fifteen (15) day extension of the closing date in the event the transaction cannot be closed due to delay in obtaining the title evidence, title clearance work, survey or loan approvals, provided that such delay does not result from the fault of the party requesting the extension.
- (b) Closing Documents. At closing Seller shall deliver to Buyer an executed warranty deed subject only to exceptions permitted by this Agreement together with an executed Vendor's Affidavit in the form most recently published by the Indianapolis Bar Association, if applicable. Seller shall also provide evidence that Seller is not a "foreign person" as defined by the Internal Revenue Code and is not subject to the Foreign Investment in Real Property Act.

13. Possession. Possession of the Real Estate shall be delivered to the Buyer on the date of closing. Possession is negotiable, including ability for Seller to rent property pending construction of Seller's home.

If Seller does not deliver possession by that date, Seller shall pay Buyer Fifty Dollars (\$50.00) 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.

14. Earnest Money. Buyer herewith tenders to Seller _____ Dollars (\$_____) in the form of a check made payable to Seller. Seller shall not attempt to endorse or deposit this earnest money check until the date of closing ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price and shall be credited first to any portion thereof payable in cash at the time of closing. The Earnest Money shall be returned immediately to Buyer if this offer is not accepted.

15. Broker's Fees. Except for the commissions to be paid by Seller as set forth below, each party represents and warrants that they will indemnify and hold the other party harmless from any claims for brokerage fees resulting from the actions of that party.

16. Duration of Offer. This offer shall expire if written acceptance of it is not delivered to Buyer on or before 5:00 o'clock p.m., _____, _____.

Dated _____, 20____.

Signature _____
Printed _____
"Buyer"

Signature _____
Printed _____
"Buyer"