

Listing Broker (Co.) _____ () By _____ ()
Office code individual code
Selling Broker (Co.) _____ () By _____ ()
Office code individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

For use only by members of the Indiana Association of REALTORS®

Date: 7-30-24

A. **BUYER:** Trevor C White, Tiffany L White ("Buyer")
agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

B. **PROPERTY:** The property ("Property") is known as 105 Wabash Valley Drive
in Wabash Township, Adams County County, Geneva
Indiana, 46740 (zip code) legally described as: Lumberlost Trail sec 1 Lot 1

together with any existing permanent improvements and fixtures attached (**unless leased or excluded**), including, but not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: (**if applicable, any smart home devices should be addressed in this paragraph.**) Dishwasher, Refrigerator, Range-Gas, Water Softener - owned, washer, dryer

EXCLUDES THE FOLLOWING (include leased items): _____

The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form, multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of closing the transaction.

Buyer should verify and rely upon Buyer's own determination of total square footage, land, room dimensions or community amenities if material, and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to such determination.

C. **PRICE:** Buyer will pay the total purchase price of (\$ 370,000) _____ U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised value is less than the agreed upon purchase price Buyer retains the option to proceed toward closing at the agreed upon purchase price. If Buyer is not willing or able to proceed at the agreed upon purchase price then: 1) either party may terminate this Agreement; or 2) parties may mutually agree to amend the agreed upon price.

D. **EARNEST MONEY:**
1. **SUBMISSION:** Buyer submits \$ 1,500 U.S. Dollars as earnest money which shall be applied to the purchase price at closing. If not submitted with Purchase Agreement, **Earnest money shall be delivered to Escrow Agent within** 5 hours days after acceptance of offer to purchase. Escrow Agent to be: Listing Broker Selling Broker Other _____. Escrow agent shall, after acceptance of the Agreement and **within two (2) banking days of receipt of the earnest money**, deposit the earnest money into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails to timely submit Earnest Money to Escrow Agent as agreed to above, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination to Buyer prior to Escrow Agent's receipt of the Earnest Money.
2. **DISBURSEMENT:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. If Escrow Agent is anyone other than a Broker, the 60 day letter release process will not be available. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual Release

56 or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Buyer
57 and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith
58 disbursement of Earnest Money in accordance with this Agreement and licensing regulations.
59

60 E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

- 61 1. **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer
62 to provide proof of funds submitted with offer within _____ days of acceptance.
63 If Buyer fails to timely submit proof of funds, Buyer agrees Seller may terminate this Agreement by
64 serving a Notice of Termination prior to receiving the proof of funds.
65 Buyer will will not have an appraisal.
- 66 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
67 Conventional Insured Conventional FHA VA Other: _____ first
68 mortgage loan for 80 % of purchase price, payable in not less than 30 years, with an
69 original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer
70 shall pay all costs of obtaining financing, except for any Seller concessions agreed to by Seller.
71 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
72 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
73 regulations and shall supersede any provisions of this Agreement. Buyer is is not using a down payment
74 assistance program that may require an inspection.
- 75 3. **SELLER CONCESSIONS:** Seller shall provide an allowance up to \$ _____ U.S.
76 Dollars to be used by Buyer toward any lender allowed closing costs.
- 77 4. **BUYER BROKER COMPENSATION:** (Attach Addendum to Purchase Agreement, Buyer
78 Request for Seller To Pay Buyer Broker Compensation)
- 79 5. **ASSUMPTION:** (Attach Financing Addendum)
- 80 6. **CONDITIONAL SALES CONTRACT:** (Attach Financing Addendum)
- 81 7. **OTHER METHOD OF PAYMENT:** (Attach Financing Addendum)

82
83 F. **TIME FOR OBTAINING FINANCING:**

- 84 1. **APPLICATION:** Within 7 days after the acceptance of this Agreement, Buyer agrees to make written
85 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
86 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
87 cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
- 88 2. **APPROVAL:** No more than 30 days after acceptance of this Agreement shall be allowed for obtaining loan
89 approval, which shall include a completed appraisal, if required by lender or mortgage assumption approval. If an
90 approval is not obtained within the time specified above, this Agreement may terminate unless an extension of
91 time for this purpose is mutually agreed to in writing.

92
93 G. **CLOSING:**

- 94 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before September 28, 2024, or
95 within _____ days after _____, whichever is later or this Agreement
96 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
97 date above must be by mutual written agreement of the parties.
- 98 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
99 shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.
- 100 3. **CONTINGENCY:** This Agreement:
101 is not contingent upon the closing of another transaction;
102 is contingent upon the closing of the pending transaction on Buyer's property located at _____
103 _____ scheduled to close by _____.
104 is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
105 Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
106 Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
- 107 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
108 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in
109 compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S. Dollars, or more shall
110 be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single
111 source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
112 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer
113 and the actual cost incurred shall appear on the closing statement.
- 114 5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide
115 nonpublic personal information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM**
116 **BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with**
117

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118 **Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such**
119 **requests may be part of a scheme to steal funds or use your identity.**
120

121 **H. POSSESSION:**

122 1. The possession of the Property shall be delivered to Buyer **at closing** **within _____ days beginning the**
123 **day after closing by _____** **AM** **PM** **noon or** **on or before _____ by _____** **AM**
124 **PM** **noon if closed.** For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at
125 closing \$ 200 U.S. Dollars per day.

126 If Seller does not deliver possession by the date and time required in the first sentence of this paragraph, Seller
127 shall pay Buyer \$ 200 U.S. Dollars per day as **liquidated damages** until possession is delivered to Buyer;
128 and Buyer shall have all other legal and equitable remedies available against the Seller.

129 2. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its **possession** is
130 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing
131 to determine whether Seller has complied with this paragraph. **Seller shall remove all debris and personal property**
132 **not included in the sale.**

133 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by
134 Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
135 Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to**
136 **buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance proceeds
137 resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

138 4. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the
139 day of **possession.**

140 5. **HOME HEATING FUEL:** Any remaining fuel stored in tank(s) **to be included in the sale** **will be purchased**
141 **by Buyer at current market price measured within five (5) days prior to closing** **not applicable.**
142

143 **I. LEASED PROPERTY:** If this Property is subject to an enforceable Lease between Seller and tenant(s), such
144 Lease will be provided to Buyer by Seller within _____ days after acceptance of this Agreement. If Buyer does
145 not make a written response to the Lease within _____ days after receipt, the Lease shall be deemed acceptable.
146 Possession will be subject to tenant's rights. In the event the Buyer does not accept any provision(s) of the
147 Lease and such provision(s) cannot be re-negotiated with Tenant(s), this Agreement may be terminated by the
148 Buyer and the earnest money deposit shall be refunded to Buyer promptly.
149

150 **J. SURVEY:** Buyer shall receive a **(Check one)** **SURVEYOR LOCATION REPORT**, which is a survey where
151 corner markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set
152 prior to closing; **WAIVED**, no survey unless required by lender; at **(Check one)** **Buyer's expense (included**
153 **in allowance, if provided** **Seller's expense** **Shared equally and ordered by** **Buyer** **Seller**
154 **Other _____.** The survey shall (1) be received prior to closing and certified as of a current date, (2) be
155 reasonably satisfactory to Buyer, (3) show the location of all improvements and easements. If Buyer waives the right to
156 conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released
157 from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive
158 the closing.
159

160 **K. FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's
161 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums
162 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents
163 regarding the need for flood insurance and possible premium increases. Buyer **may** **may not terminate this**
164 **Agreement if the Property requires flood insurance.**
165

166 **L. BUILDING USE LIMITATIONS:** Buyer's intended use for the Property is **single-family, owner occupied use** **other**
167 **_____ Buyer shall have _____ days after acceptance of Purchase**
168 **Agreement to satisfy the following building or use limitation: _____.**
169

170 **M. HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a
171 favorable written commitment for homeowner's insurance within 30 days after acceptance of this Agreement.
172 Buyer should consult with one or more insurance agents regarding **optional, or additional, coverage.**
173

174 **N. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
175 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
176 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
177 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants
178 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory
179 problems, particularly in persons with immune system problems, young children and/or the elderly.

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180 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its
181 environmental status. The ONLY way to determine if Environmental Contaminants are present at the Property at
182 harmful levels is through inspections.
183

184 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental
185 Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all
186 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,
187 repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This
188 release shall survive the closing.
189

190 O. **INSPECTIONS: (Check one)**
191

192 Buyer has been made aware that independent inspections disclosing the condition of the property may be
193 conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.
194

195 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**

196 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
197 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
198 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which
199 release shall survive the closing. Inspections required by law, FHA/VA or by lender are not included in
200 this waiver.
201

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

203 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or
204 Buyer's lender(s). All inspections shall be:

- 205 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
206 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by
207 Buyer within the following time periods.

208 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make **all**
209 **areas of the Property** available and accessible for Buyer's inspection.
210

211 3. **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.
212

213 **INSPECTION/RESPONSE PERIOD** (Does not apply with As Is Addendum):

214 A. **INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase
215 Agreement. Buyer shall have 14 days beginning the day following the date of acceptance of the Purchase
216 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

217 B. **SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following
218 systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation,
219 basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note:
220 intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other
221 biological contaminants and/or the following:
222

223 C. **ADDITIONAL INSPECTION:** If the INITIAL inspection report reveals the presence of lead-based paint, radon, mold
224 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer
225 shall notify Seller in writing and have 7 additional days from the deadline listed above to order,
226 receive and respond in writing to all inspection reports.

227 D. **INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make
228 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property
229 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
230 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
231 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
232 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
233 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
234 need of responding party to obtain additional opinions to formulate a response.

235 E. **IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:

- 236 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
237 2. Give the Seller the opportunity to remedy the defect(s).

238 F. **SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
239 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
240 Agreement or waive such defect(s) and the transaction shall proceed toward closing. Seller may terminate this
241 Agreement by submitting a Mutual Release if Buyer chooses to further negotiate with subsequent Inspection
242 Response(s).

(Property Address)

243 **G. DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
244 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
245 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
246 the premises.
247 **H. PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
248 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
249 **I. INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
250 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
251 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
252 other biological contaminants. This release shall survive the closing.
253

254 **P. LIMITED HOME WARRANTY PROGRAM:**
255 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
256 which will will not be provided at a cost not to exceed \$ _____ U.S. Dollars charged to Buyer
257 Seller and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY
258 PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home
259 inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home
260 Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider.
261

262 The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with
263 the Home Warranty Provider.
264

265 **Q. DISCLOSURES: (Check one)**
266 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
267 SALES DISCLOSURE.
268 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
269 AND ACKNOWLEDGEMENT.
270

271 **R. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the most
272 current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or an
273 abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and
274 clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or
275 easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request,
276 can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.
277

278 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
279 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
280 if provided) Seller Shared equally.
281

282 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
283 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
284 allowance, if provided) Seller Shared equally Other _____
285 _____
286 _____

287 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
288 order the commitment immediately or other: _____
289 _____
290 _____

291 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
292 Agreement.
293

294 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
295 and vendor's affidavit), so that marketable title can be conveyed.
296

297 **S. TAXES: (Check appropriate paragraph number)**
298 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
299 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes
300 for the Property payable before that date.
301 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
302 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current
303 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
304 3. For recent construction or other tax situations. Seller will give a tax credit of
305 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.

306 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
307 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates.
308 This shall be a final settlement.
309

310 **WARNING:**

311 ***The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed**
312 **the last tax bill available to the closing agent.**

313
314 ***Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.**

315
316 ***Buyer may apply for current-year exemptions/credits at or after closing.**
317

318 T. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
319 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited
320 to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any
321 special assessments applicable to the Property for municipal improvements previously made to benefit the Property.
322 Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that
323 no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing
324 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a
325 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
326 completed after the date of this Agreement.
327

328 U. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase
329 Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a
330 different date and/or time.
331

332 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
333 **delivery of such offer/counter offer.**
334

335 V. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** If the property is located in a
336 community governed by a mandatory homeowners association, the following must be provided by the Seller to Buyer
337 within ___ days after acceptance of this Agreement, but not later than ten (10) days prior to closing pursuant to I.C.
338 32-21-5-8.5: 1. A disclosure that the property is in a community governed by a homeowners association; 2) A copy of
339 the recorded governing documents; 3) a statement indicating there are assessments and the amount of any
340 assessments; 4) The following information about a board member, homeowners association agent, or other person who
341 has a contract with the homeowners association to provide any management services for the homeowners association:
342 (A) the name. (B) the business or home address. Brokers are not responsible for obtaining, verifying or interpreting this
343 information. The parties agree that Brokers and their companies shall be released and held harmless from any and all
344 liability arising out of or related to these documents.
345

346 If the Buyer does not make a written response to the documents within ___ days after receipt, the documents shall be
347 deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions
348 cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to
349 Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within ___
350 days after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for
351 purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller.
352 Start-up or one time reserve fees, if any, shall be paid by Buyer.
353

354 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.**
355 **Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site**
356 **conditions that could affect the Property.**
357

358 W. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding
359 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to
360 recover court costs and reasonable attorney's fees from the non-prevailing party.
361

362 X. **FAIR HOUSING:** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of
363 race, color, national origin, religion, sex, familial status, and disability. **Due to Fair Housing risks, Brokers will not**
364 **prepare, review, or submit personal information letters, including photographs, from Buyer to Seller.** The
365 National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of
366 sexual orientation or gender identity.

(Property Address)

367 Y. **ADDITIONAL PROVISIONS:**

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1. Unless otherwise provided, any proration's 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. Broker is not responsible for providing or verifying this information.
3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) 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.
5. Conveyance of this Property shall be by general Warranty Deed, or by _____ subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
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. Buyer may not assign this Agreement without the consent of Seller.
9. 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, text message and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____.
17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

(Property Address)

424 Z. **FURTHER CONDITIONS (List and attach any addenda):** _____
425 _____
426 _____
427 _____
428 _____
429 _____
430 _____
431 _____
432 _____
433 _____
434 _____
435 _____
436 _____
437 _____
438 _____
439 _____
440 _____

441 AA. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
442 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the
443 transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional,
444 such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the
445 Property.
446

447 BB. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that each
448 has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer
449 and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.
450

451 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by 8
452 AM PM Noon, on Wednesday July 31, 2024, this Purchase Agreement shall be null
453 and void and all parties shall be relieved of any and all liability or obligations.
454

455 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed
456 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall
457 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent
458 forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that
459 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
460 documents shall be promptly delivered, if requested.
461

462 **LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction, without legal
463 cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other
464 legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the
465 legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to
466 perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or
467 other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of
468 Earnest Money.
469

470 **By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge**
471 **receipt of a signed copy.**

472 Tiffany L. White 7-30-24
473 BUYERS SIGNATURE DATE

472 Trevor C. White 7-30-24
473 BUYER'S SIGNATURE DATE

474 Tiffany L. White
475 PRINTED

474 Trevor C. White
475 PRINTED

(Property Address)

478 SELLER'S RESPONSE: (Check appropriate paragraph number):

479

480 On 9-31-24, at 7:55 AM PM Noon

481

482 1. The above offer is Accepted.

483

484 2. The above offer is Rejected.

485

486 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

488

489

490 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

492

493 Susan H. Buckingham 7/31/2024 John C. Buckingham 7/31/2024
494 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

495

496 Susan H. Buckingham JOHN C. BUCKINGHAM
497 PRINTED PRINTED



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Form #02. Copyright IAR July 2024



(Property Address)

Page 9 of 9 (Purchase Agreement)

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COUNTER OFFER # 1

For use only by members of the Indiana Association of REALTORS®

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7-31-24 AM PM 7:55 pm

The undersigned makes the following Counter Offer to the Purchase Agreement dated 7-30-24 concerning property commonly known as 105 Wabash Valley Drive in Wabash Township, Adams County, Geneva Indiana between: Susan Buckingham & John Buckingham as Seller(s) and Trevor C White and Tiffany L White as Buyer(s).

Purchase Price to be \$380,000

All other terms accepted

All other terms and conditions of the Purchase Agreement and all previous Counter Offers shall remain in effect except as modified by this Counter Offer.

Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and delivery of such offer/Counter Offer.

This Counter Offer # 1 is void if not accepted in writing on or before 8 AM PM Noon on August 1, 2024.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that faxed signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

[Signature] 7-31-24
 SELLER BUYER SIGNATURE DATE
John C Buckingham
PRINTED

[Signature] 7-31-24
 SELLER BUYER SIGNATURE DATE
Susan K Buckingham
PRINTED

RESPONSE TO COUNTER OFFER # 1

The above Counter Offer # 1 is Accepted Countered Rejected at 9:01 AM PM Noon on July 31, 2024. Receipt of a signed copy of this Counter Offer is acknowledged.

[Signature]
 SELLER BUYER SIGNATURE DATE
Tiffany L White
PRINTED

[Signature]
 SELLER BUYER SIGNATURE DATE
Trevor C White
PRINTED



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SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)
5-31-24

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

105 Wabash Dr, Geneva, 46740

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Built-in Vacuum System			X		Cistern	X			
Clothes Dryer	X				Septic Field/Bed	X			
Clothes Washer	X				Hot Tub	X			
Dishwasher			X		Plumbing			X	
Disposal			X		Aerator System	X			
Freezer	X				Sump Pump			X	
Gas Grill	X				Irrigation Systems	X			
Hood			X		Water Heater/Electric	X			
Microwave Oven			X		Water Heater/Gas			X	
Oven	X				Water Heater/Solar	X			
Range			X		Water Purifier	X			
Refrigerator			X		Water Softener	OWN		X	
Room Air Conditioner(s)	X				Well	X			
Trash Compactor	X				Septic and Holding Tank/Septic Mound	X			
TV Antenna/Dish	X				Geothermal and Heat Pump	X			
Other:					Other Sewer System (Explain)				
					Swimming Pool & Pool Equipment	X			

B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Air Purifier	X			
Burglar Alarm	X			
Ceiling Fan(s)			X	
Garage Door Opener / Controls			X	
Inside Telephone Wiring and Blocks/Jacks			X	
Intercom	X			
Light Fixtures			X	
Sauna	X			
Smoke/Fire Alarm(s)			X	
Switches and Outlets			X	
Vent Fan(s)			X	
60/100/200 Amp Service (Circle one)			X	
Generator				

	Yes	No	Do Not Know
Are the structures connected to a public water system?	X		
Are the structures connected to a public sewer system?	X		
Are there any additions that may require improvements to the sewage disposal system?		X	
If yes, have the improvements been completed on the sewage disposal system?		X	
Are the improvements connected to a private/community water system?		X	
Are the improvements connected to a private/community sewer system?		X	

D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Attic Fan	X			
Central Air Conditioning			X	
Hot Water Heat	X			
Furnace Heat/Gas	Heat pump		X	
Furnace Heat/Electric	X			
Solar House-Heating	X			
Woodburning Stove	X			
Fireplace	UPSTAIRS		X	
Fireplace Insert	DOWNSTAIRS			
Air Cleaner	X			
Humidifier	X			
Propane Tank	X			
Other Heating Source				

NOTE: Means a condition that would have a significant "Defect" 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.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) 05/31/24	Signature of Buyer <i>[Signature]</i>	Date (mm/dd/yy) 7-30-24
Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) 5/31/24	Signature of Buyer <i>[Signature]</i>	Date (mm/dd/yy) 7-30-24

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
----------------------------------	-----------------	----------------------------------	-----------------

Property address (number and street, city, state, and ZIP code)

105 Wabash Dr, Geneva, 46740

2. ROOF	YES	NO	DO NOT KNOW
Age, if known Years. <u>2003</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there present damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there more than one layer of shingles on the house?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, how many layers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explain:

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages, if necessary)

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are there any foundation problems with the structures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there any encroachments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there any violations of zoning, building codes, or restrictive covenants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the present use of non-conforming use? Explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via a private road?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via a public road?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via an easement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there any structural problems with the building?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have any substantial additions or alterations been made without a required building permit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there moisture and/or water problems in the basement, crawl space area, or any other area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there any damage due to wind, flood, termites, or rodents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have any structures been treated for wood destroying insects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property in a flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently pay for flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the property contain underground storage tank(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the homeowner a licensed real estate salesperson or broker?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there any threatened or existing litigation regarding the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the property located within one (1) mile of an airport?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) <u>05/31/24</u>	Signature of Buyer <i>[Signature]</i>	Date (mm/dd/yy) <u>7-30-24</u>
Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) <u>5/31/24</u>	Signature of Buyer <i>[Signature]</i>	Date (mm/dd/yy) <u>7-30-24</u>
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing) <i>[Signature]</i>	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.

