

Standard Indiana Cash Real Estate Purchase and Sale Agreement

1. **Purchase and Sale:** The parties to this Agreement are, _____ hereinafter referred to as **Buyer(s)** and Grise Home and Property Group, LLC hereinafter referred to as "Seller", which terms may be singular or plural. Buyer agrees to buy and Seller agrees to sell that real property located at _____ and being more fully described in the records as they are recorded in the County Records of said county (hereinafter referred to as the "Property").
2. **Purchase Price:** Buyer agrees to pay Seller and Seller agrees to accept \$ _____ Dollars Cash at closing. Buyer agrees to pay Seller a non-refundable earnest money deposit of \$5000.00, in the form of a wire deposit to Eagle Land Title and held in Escrow which shall be credited towards purchase price at the closing of this Agreement or to seller if buyer defaults on this Agreement. Earnest money is required to be received by Hocker Title no later than 5pm on the business day following the acceptance of this purchase agreement. Property is not considered under contract until Buyer has deposited Earnest Money with the title company. Seller shall pay any delinquent taxes that may hereafter become due on property before closing.
3. **Title:** Seller warrants that Seller has good, clear and marketable title to the Property, subject to property taxes and any easements and restrictions of record. Seller will convey title to Buyer with a General Warranty Deed. Buyer will inspect title to the Property and Seller will satisfy any encumbrances other than the aforementioned.
4. **Closing and Possession:** This agreement shall be closed on or before 14 days after acceptance or buyer will forfeit earnest money deposit to the seller. Time is of the essence of this Agreement.
5. **Closing Costs and Taxes:** Buyer will have Seller's attorney/closing agent at Hocker Title prepare all required documents to complete this Agreement. Any document preparation, additional title, closing costs & Title insurance shall be **paid by Buyer**. This agreement shall be made a part of or be used as the escrow instructions. This Agreement shall survive the closing, execution and delivery of the General Warranty Deed, as agreed herein by the undersigned. Taxes due and payable at next installment. Any delinquent taxes to be paid by the seller before closing. Buyer will also be required to pay a \$199 transaction fee to seller.
6. **Inspection: Buyer will buy the Property in its present "As-Is" condition with appliances, window treatments, blinds, ceiling fans, lighting and plumbing fixtures, all plants and shrubbery and anything attached or left inside the property. Buyer will hold harmless the seller of any structural or mechanical deficiencies of the property, as the buyer is purchasing the property "As-Is". Deal not contingent on inspection.**
7. **Defaults:** If Buyer defaults under this contract, any and all Earnest monies deposited by Buyer shall be retained by Seller as full liquidated damages. If Seller defaults, Buyer may pursue all remedies allowed by law, including but not limited to specific performance and seller agrees to be responsible for all costs incurred by buyer as a result of seller's default of contract.

ADDITIONAL TERMS, CONDITIONS OR EXHIBITS:

- A. Buyer will be given occupancy at closing. Any personal property remaining after closing shall become the personal property of Buyer and Buyer shall have the right of disposal of personal property.
- B. **THIS OFFER SHALL EXPIRE IF NOT SIGNED, ACCEPTED & RETURNED TO BUYER UPON DELIVERY OR BY THE EXPIRATION OF 48 HOURS: _____ AT 5:59 PM EST.**
- C. Other: -
- D. This being the entire Agreement between the parties, they approve this Agreement on _____.

Buyer:
Phone/Fax:
Contact E-mail:
X _____
Buyer
X _____
Buyer

Seller: <u>Grise Home and Property Group, LLC</u>
Phone/Fax: 317-652-3358
Contact E-mail: <u>karly@benbuysindyhouses.com</u>
X _____
Seller