

Standard Indiana Cash Real Estate Purchase and Sale Agreement

- 1. Purchase and Sale:** The parties to this Purchase and Sale Agreement ("Purchase 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 **\$5,000.00**, 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 Purchase Agreement or to seller if buyer defaults on this Purchase Agreement. Earnest money is required to be received by Eagle Land 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 title company.
- 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 shall pay any portion of title service fees incurred to prepare Owner's Policy. 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. If Seller is unable or unwilling to cure any and all title defects Buyer or Seller may terminate this Purchase Agreement in writing, with any earnest money being returned promptly to Buyer, or accept such title defects "AS IS," If such title defects are the result of or in relation to Buyer, Seller shall have rights to terminate this Purchase Agreement in writing, with any earnest money being kept by Seller, or deduct the costs to cure such title defects from the purchase price. Upon notification that Buyer or Seller intends not to perform, the closing agent holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release, or a Court issue an Order for payment. If the Parties do not mutually consent to the release of the earnest money, then the Parties agree that the closing agent holding the earnest money may file an interpleader action with a Court regarding disposition of the earnest money and that the payment of the closing agent's resulting costs (including attorney's fees) incurred in connection with such interpleader are a priority claim against the earnest money regardless of the Court's apportionment of the balance of the earnest money.
- 4. Closing and Possession:** This Purchase Agreement shall be closed on or before _____, unless otherwise agreed to in writing between the parties, or buyer will forfeit earnest money deposit to seller. Time is of the essence of this Purchase Agreement. Time periods specified in this Purchase Agreement and any subsequent amendments, addendums or counteroffers to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated, unless the Parties agree in writing to a different date and/or time. Note: Seller and Buyer have the right to withdraw any offer/counteroffer prior to written acceptance and delivery of such offer/counteroffer.
- 5. Closing Costs:** Buyer will have Seller's attorney/closing agent at Eagle Land Title prepare all required documents to complete this Purchase Agreement. Any document preparation, additional title, closing costs & Title insurance including but not limited to a \$199 Transaction Coordination fee shall be **paid by Buyer**. This Purchase Agreement shall be made a part of or be used as the escrow instructions. Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq. All funds from a single source of Ten Thousand and No/ 100 Dollars (\$10,000.00) or more shall be wired unconditionally to the closing agent's escrow account and all funds under Ten Thousand and No/100 (\$10,000.00) from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the Buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the Buyer and the actual cost incurred shall appear on the closing statement. This Purchase Agreement shall survive the closing, execution and delivery of the General Warranty Deed, as agreed herein by the undersigned.
- 6. Taxes:** Buyer will assume and pay all taxes on the property beginning with taxes due and payable at next installment, and all taxes due thereafter. Seller shall pay all taxes for the property delinquent and payable before next installment date.
- 7. 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 buyer is purchasing the property "As-Is". Deal not contingent on inspection.
- 8. Defaults:** If Buyer defaults under this contract, any and all Earnest monies deposited by Buyer shall be retained by Seller as full liquidated damages. Seller retains all rights to seek other legal and equitable remedies allowed by law, including but not limited to specific performance, court costs, attorney's fees and expenses, and collection costs.

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. Seller shall continue to maintain the Property in its present condition until closing and pay for any utilities.
- B. Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Seller, at Seller's option, may either (a) terminate this Purchase Agreement whereby Seller returns the earnest money to Buyer (b) elect to close the transaction, in which event Buyer's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer
- C. Buyer has or has not received and executed Seller's Residential Real Estate Sales Disclosure at the time of execution of this Purchase Agreement. Seller shall provide such executed Seller's Residential Real Estate Sales Disclosure to Buyer on or prior to closing.
- D. Buyer has or has not received and executed Lead-Based Paint Certification and Acknowledgment at the time of execution of this Purchase Agreement. Seller shall provide the Lead-Based Paint Certification to Buyer on or prior to closing.
- E. This instrument becomes a binding contract when accepted by the Seller and signed by both Buyer and Seller. If it is not accepted and signed by the Seller prior to _____ at 5:00 P.M., this contract shall be void.

F. In the event any provision contained in this Agreement is held invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties and cannot be changed except by their written consent. 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 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

H. Other-

X _____
Buyer

X _____
Buyer

ACCEPTED: _____

Seller: Grise Home and Property Group, LLC

Phone/Fax: 317-652-3358
Contact E-mail: karly@benbuysindyhouses.com

X _____
Seller

ACCEPTED: _____