

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 _____ 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 ("Purchase Price") [] Cash or [] using financing at closing ("Method of Payment"). Buyer agrees to pay Seller a **non-refundable** earnest money deposit of \$5,000.00 (cash used method of payment) or \$7,500.00 (financing used method of payment), in the form of a wire deposit to Eagle Land Title [] or an ACH or wire deposit to Monument 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 Eagle Land Title [] or Monument 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, any easements and restrictions of record, and code violations and fines issued by any government agency. Conveyance at closing shall be by Special warranty deed. Buyer will inspect title to the Property and Seller will satisfy any encumbrances other than the aforementioned. Buyer expressly waives the requirement for the seller to provide a Residential Real Estate Sales Disclosure Form (State Form 46234).
4. **Closing and Possession:** This agreement shall be closed on or before _____ and funds are to be deposited in escrow with the Title Company 1 business day prior to closing, or buyer will forfeit earnest money deposit to seller. Time is of the essence of this Agreement. The Buyer agrees that the Seller may extend the closing date up to 45 additional calendar days if the Seller and/or closing agent need additional time to close the transaction.
5. **Closing Costs and Taxes:** Buyer will have Seller's attorney/closing agent at Eagle Land Title [] or Monument Title [] prepare all required documents to complete this 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 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 Deed, as agreed herein by the undersigned. Taxes due and payable at next installment. Any delinquent taxes to be paid by seller before closing.
6. **Inspection:** Buyer will purchase the Property in an "As-Is" condition with anything attached or remaining on the Property, after Closing, becoming the personal property of Buyer. Buyer shall have the right of disposal of all personal property left on the Property after Closing. Seller, their agents and representatives make no representation or warranty, either express or implied, as to the structural or mechanical integrity or condition of the Property, thus, Buyer hereby releases and holds the Seller, their agents, and representatives, harmless from any liability for any defects, structural or mechanical deficiencies or conditions located in the Property and the improvements thereon, as Buyer is purchasing the Property in its "As-Is" condition, which is not contingent on an inspection. Seller and Buyer expressly acknowledge and agree that Seller shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects on the Property or any improvements thereon. Unless otherwise specified in 7.D. below, no access to the Property will be granted until after Closing.
7. **Defaults:** If Buyer defaults under this contract, including but not limited to, Buyer's failure or refusal to close the transaction, the Earnest Money shall be forfeited by Buyer to Seller as 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. A material failure to perform any obligation under this Purchase Agreement is a default, which may subject the Buyer to liability for damages and/or other legal remedies, which may include specific performance and monetary damages in addition to loss of Earnest Money. If Buyer alters Method of Payment after executing this Purchase Agreement, Buyer may be deemed to be in Default of Purchase Agreement, at the discretion of the Seller. If buyer or buyer's financing delays closing beyond the date detailed in item #4 of this agreement, buyer shall pay seller \$500/day fee until the transaction fully closes.

ADDITIONAL TERMS, CONDITIONS OR EXHIBITS:

- A. Buyer will be given occupancy at closing or within ____ days of closing. Any personal property remaining after Seller provides occupancy to Buyer shall become the personal property of Buyer and Buyer shall have the right of disposal of personal property.
- B. Agreement is not assignable.
- C. **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.**
- D. Other -
- E. This being the entire Agreement between the parties, they approve this Agreement on _____

<p>Buyer Entity: Signor: Email: Phone:</p> <p>X _____ Buyer</p> <p>X _____ Buyer</p>

<p>Seller: <u>Grise Home & Property Group, LLC</u></p> <p>Contact E-mail: <u>transactions@benbuysindyhouses.com</u></p> <p>X _____ Seller</p>
