

- 60 D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
- 61 E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)

62
 63 6. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this
 64 transaction or for approval to assume the unpaid balance of the existing mortgage within _____ days after the acceptance
 65 of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with
 66 the Broker and Seller. No more than _____ days after acceptance of the Agreement shall be allowed for obtaining
 67 favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time
 68 specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.

70 7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before 02/07/2018, or
 71 within _____ days after _____, whichever is later or this Agreement shall terminate unless an
 72 extension of time is mutually agreed to in writing. The closing fee shall be paid by BUYER SELLER shared equally.

74 8. **POSSESSION:**

76 A. The possession of the Property shall be delivered to Buyer at closing within _____ days after closing or on or before
 77 _____ if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer
 78 at closing \$ _____ per day. If Seller does not deliver possession by the date required in the first sentence
 79 of this paragraph, Seller shall pay Buyer \$ _____ per day as liquidated damages until possession
 80 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.

81 B. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject
 82 to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied
 83 with this paragraph. Seller shall remove all debris and personal property not included in the sale.

84 C. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In
 85 the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a)
 86 terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance
 87 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

88 D. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

90 9. **SURVEY:** Buyer shall receive a (check ONE) SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set;
 91 BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to closing; WAIVED, no survey required
 92 at (Check ONE) BUYER'S expense; SELLER'S expense. The survey shall (1) be received prior to closing and certified as of a
 93 current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood
 94 zone designation of the Property.

96 10. **FLOOD AREA/OTHER:** Buyer may may not terminate this Agreement if the Property requires flood insurance or Buyer may
 97 may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.

99 11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written
 100 commitment for homeowner's insurance within _____ days after acceptance of this Agreement.

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

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

112 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release
 113 and hold harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and
 114 costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the
 115 Property, including Environmental Contaminants. This release shall survive the closing.

117 13. **INSPECTIONS: (Check paragraph letter A or B)**
 118 A. **BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED (including Lead-Based Paint)** independent of and in
 119 addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless
 120 noted otherwise or required by lender) by licensed inspectors or qualified contractors selected by Buyer within the following time
 121 periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

123 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase
 124 Agreement. Buyer shall have _____ days beginning the day following the date of acceptance of the Purchase Agreement to
 125 respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

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127 condition of the following systems and components: heating, cooling,
128 electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood-eating insects and
129 organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon (tested at
130 lowest livable area either currently finished or unfinished), mold and other biological contaminants and/or the following:
131
132

133 If the initial inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then
134 Buyer shall have _____ additional days to order, receive and respond in writing to any additional reports.
135

136 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the
137 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer reasonably believes that
138 the Inspection Report reveals a **MAJOR DEFECT** with the Property and the Seller is unable or unwilling to remedy the defect to the
139 Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then this Agreement may be
140 terminated by the Buyer or such defect shall be waived by the Buyer and the transaction shall proceed toward closing. Under
141 Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property that would significantly
142 impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly
143 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY
144 DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT BE
145 A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE
146 REASONABLE.
147

148 **B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY**
149 **ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THE**
150 **AGREEMENT. However, Buyer waives inspections and relies upon the condition of the Property based upon Buyer's own**
151 **examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and**
152 **all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required**
153 **FHA/VA or lender inspections are not included in this waiver.**
154

155 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which will
156 will not be provided at a cost of \$ _____ charged to Buyer Seller.
157 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the Property nor
158 replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit.
159

160 **14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)**

- 161 Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.
162 Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.
163 Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.
164
165

166 **15. TITLE APPROVAL:** Prior to closing, Buyer shall be furnished an **ALTA 98 Title Insurance Commitment (if available)** or an **ALTA**
167 **92 Title Insurance Commitment in the amount of purchase price** or an **abstract of title continued to date** showing marketable title
168 to the Property in Seller's name. The cost shall be paid by Buyer Seller **shared equally** **Seller to pay owner's policy and**
169 **Buyer to pay mortgage policy** **other** _____

170 Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects,
171 with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere
172 with Buyer's intended use of the Property. Seller shall order the commitment **immediately** **after mortgage approval**
173 **other** _____
174 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors
175 affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability,
176 desirability, coverage, and cost of various title insurance coverages, gap and other endorsements.
177

178 **16. Non-disparagement:** Buyer agrees not to make any statements whether written or oral, that disparage, defame or otherwise libel Morris
179 Invest or any of its affiliated companies or any of its current or former employees. Morris Invest agrees the same with regard to buyer.
180

181 **17. TAXES: (Check paragraph A, B or C)**

- 182 **A.** Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on 05/10/2018,
183 _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
184 **B.** All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current
185 calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the
186 Closing Date.
187

188 **For purposes of paragraph A and B:** If the tax rate and/or assessment for taxes assessed in the current year have not been determined
189 at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such
190 proration and credit for due but unpaid taxes, and this shall be a final settlement. **WARNING: Buyer is responsible for confirming the
status of all tax exemptions and/or credits.**

(Property Address)

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192 \$ _____ to Buyer at closing. If the tax rate and/or assessment for taxes is available prior to the Closing Date,
193 then paragraph B shall apply.
194

195 **WARNING: The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly**
196 **exceed the last tax bill available to the closing agent.**
197

198 **18. PRORATIONS AND SPECIAL ASSESSMENTS:** The purchase price above includes the rehabilitation of this property should the property
199 require any renovations to achieve rentable conditions. Any existing liens prior to the close of escrow will be rectified during the closing and
200 rehabilitation process.
201

202 **19. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are
203 calendar days and shall expire at midnight of the date stated unless the parties agree in writing to a different date and/or time.
204

205 **20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a **mandatory** membership association shall be
206 delivered by the Seller to Buyer within _____ days after acceptance of this Agreement. If the Buyer does not make a written response to
207 the documents within _____ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept
208 the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest
209 money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in
210 writing, within _____ days after Buyer's approval of the documents.
211

212 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
213 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
214 **Property.**
215

216 **21. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party
217 brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's
218 fees from the non-prevailing party.
219

220 **22. MISCELLANEOUS:**
221

222 **A.** Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any
223 other items shall be computed through the date of closing.
224

225 **B.** Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
226

227 **C.** The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the identity, location and
228 appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.
229

230 **D.** Conveyance of this Property shall be by general Warranty Deed, or by _____,
231 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
232

233 **E.** Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the
234 Foreign Investment in Real Property Tax Act.
235

236 **F.** Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or
237 digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller
238 or Buyer or the designated agent of either party.
239

240 **G.** This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties'
241 respective heirs, executors, administrators, legal representatives, successors, and assigns.
242

243 **H.** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,
244 or unenforceability shall not affect any other provision of this Agreement.
245

246 **I.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral
247 agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
248

249 **J.** All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
250

251 **K.** Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title
252 insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not
253 guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or
254 recommended to them by Broker(s).
255
256
257
258

258 dotloop signature verification: www.dotloop.com/myVerification/01-31-15/09474-H20W knowledge receipt of a copy of this Agreement and give their permission to a
260 Multiple Listing Service, Internet or other advertising media, if any, to publish information regarding this transaction.
261

262 M. 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
263 is closed.
264

265 N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the
266 numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
267

268 O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____
269

270 P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
271

272 22. FURTHER CONDITIONS (List and attach any addenda): _____
273 _____
274 _____
275 _____
276 _____
277 _____
278 _____
279 _____
280

281 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by A.M. P.M. Noon, the _____
282 day of _____, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all
283 liability or obligations.
284

285 24. DOCUMENT PROTECTION: Buyer acknowledges and agrees to pay the fee at closing for electronic filing and online access
286 to transaction and closing documents.
287

288 25. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek
289 the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate
290 transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with
291 experience in evaluating the condition of the Property.
292

293 26. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency
294 explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency
295 relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase
296 Agreement and acknowledge receipt of a signed copy.
297

298 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
299 which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them
300 electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are
301 binding on the parties. The original document shall be promptly delivered, if requested.
302

303

<i>Danny Gomes</i>	dotloop verified 01/30/18 2:14PM EST	<i>Danny Gomes</i>	dotloop verified 01/30/18 2:14PM EST
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304 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

305 Danny Gomes
306 PRINTED PRINTED
307

308 (Check appropriate paragraph letter)

309 A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this _____ day of
310 _____ at A.M. P.M. Noon.
311

312 B. The above offer is Rejected.
313

314 C. The above offer is Counterred. Seller should sign both the Purchase Agreement and the Counter Offer.
315

316 *Clayton M.*
317 _____
318 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

319
320 PRINTED PRINTED
D

