

REAL ESTATE PURCHASE AGREEMENT - TRACTS

Dated: September 9, 2021

THIS REAL ESTATE AUCTION PURCHASE AGREEMENT ("**Agreement**") is made and entered into as of the Accepted Date by and between Mitchell E. Garrison & JoEllen Garrison, ("**Seller**") and the party executing the Buyer's signature page attached hereto ("**Buyer**"). In consideration of the terms, covenants and conditions contained on this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **PURCHASE PRICE AND SALE:** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller's rights, title and interest in and to the real estate identified at the auction conducted on this date in, Indiana by Ness Bros. Realtors & Auctioneers (the "**Auction**") **WHOLE UNIT**, 7518 W. Maple Grove Rd., Huntington located in Huntington County, Indiana being part of depicted on **Section 9.25** attached hereto and incorporated herein, together with all improvements located thereon, and all easements and other rights and privileges pertaining or appurtenant thereto owned by Seller (such real estate, improvements, easements, rights and privileges being referred to herein collectively as the "**Property**")
Purchase Price to be \$_____ shall be paid in cash, Property sold for cash. (The sale of this property may be financed; however, the sale of this property IS NOT CONTINGENT to financing approval).
2. **EARNEST MONEY:** Concurrently with Buyer's execution of this Agreement Buyer has delivered to Seller, a check (s) payable to Ness Bros. Realtors & Auctioneers in the amount of (\$_____), (as hereinafter defined (the "**Earnest Money**"). Seller hereby acknowledged receipt of the Earnest Money.
3. **STATUS OF TITLE TO PROPERTY.** At Closing, Seller shall convey the property to Buyer by a recordable "Warranty Deed" subject to the following (collectively, the "**Permitted Exceptions**"): (a) rights-of-way, rights, duties, obligations, agreements, limitations, covenants, conditions, easements, restrictions and other matters of record; (b) current real estate taxes not yet due and payable; (c) legal highways and public rights-of-way; (d) all matters that would be disclosed by an accurate survey or inspections of the Property; (e) zoning ordinances and other governmental restrictions affecting the Property; (f) and the matters set forth in **Section 6.1**. Seller shall pay and provide Buyer an updated Commitment for an Owner's Policy of Title Insurance from the Title Company in the amount of the Purchase Price (the "**Commitment**") on or before the later of thirty (30) days from the Accepted Date, or twenty (20) days after the completion of any Survey required pursuant to **Section 4.3**. If there is a simultaneous issuance of an ALTA Owner's Policy and an ALTA Loan Policy, all charges and premiums for them shall be paid equally by the seller and buyer.
4. **CLOSING.**
 - 4.1 **CLOSING DATE** The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place at such location as Sellers shall determine, on or before, the Forty-Fifth (45th) day following the Accepted Date. The date of the Closing is referred to herein as the "**Closing Date**" Seller, at its sole option, may extend the Closing Date by up to sixty (60) additional days in order to obtain lien releases or the Survey, or to otherwise convey clear title to the Property.
 - 4.2 **CLOSING DOCUMENTS:** At the Closing, contemporaneously with the payment by Buyer of the Purchase Price, Seller shall deliver to Buyer (a) the Deed to the Property subject to the Permitted Exceptions, (b) a vendor's affidavit acceptable to the Title Company to allow it to delete the standard exceptions for non-survey matters from its title policy; (c) a certification of non-foreign status with respect to Sellers as required by Section 1445 of the Internal Revenue Code; (d) a disclosure of Sales Information Form required by Ind. Code 6-1-1-5 (e) to the extent the property included a residence, an updated Seller's Residential Sales Real Estate Disclosure Form as required by Ind. Code 32-21-5-1; and (f) an Owner's Commitment of Title Insurance from Title Company (the "**Title Policy**") free of any liens related to Seller's mortgage or for delinquent taxes (collectively, the "**Closing Documents**")

- 4.3 SURVEY: Any surveys or survey work shall be at Buyer's sole cost and expense unless specified in Section 10 Further Conditions.
- 4.4 CLOSING COSTS: Closing Cost shall be paid as follows
- 4.4.1 Seller's Expenses. Seller agrees to pay all costs of releasing loans and recording the releases, preparation fees for the Deed. The insured closing fee and the disclosure of sales information form will be split equally between Seller and Buyer.
- 4.4.2 Buyer's Expenses. Buyer agrees to pay all expenses incident to any purchase money loan (e.g. Loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, prepaid interest and credit reports) and any fees for endorsements to the Title Policy requested by Buyer. The insured closing fee, and the disclosure of sales information form will be split equally between Seller and Buyer.
- 4.5 POSSESSION. Per section 10 Further Conditions. Seller shall deliver to Buyer full and complete possession of the property, subject to the Permitted Exceptions. Absolutely no access to the Property prior to Closing is allowed without Seller's advance written authorization and upon execution of an appropriate waiver of liability. Neither Buyer nor any of its representative, agents or contractors shall be deemed an invitee of the Property by virtue of this Agreement, the Property Data or the offering of the Property for sale. Further, no invasive environmental tests shall be performed by any Buyer without Seller's advance written consent.
- 4.6 TAXES & ASSESSMENTS. The real estate taxes shall be prorated. Seller shall pay real estate taxes which are payable during the year in which Closing occurs, and taxes payable during the succeeding year, prorated to the date of Closing. Buyer shall assume and pay all subsequent taxes. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable shall be computed based on the last tax bill available to the closing agent. The succeeding year's tax bill, because of recently constructed improvements, annexation, reassessment, or similar items may greatly exceed the last tax bill available to the closing agent.
- 4.7 INSURANCE. All insurance maintained by Seller in respect of the Property, if any, shall be canceled as of the Closing.
5. RISK OF LOSS. All risk of loss or damage to the Property shall be borne by Seller to and including the date of Closing. In the event that, following the execution of this Agreement, all or any portion of Property is materially damaged or becomes the subject of an appropriation proceeding or threat thereof by a public or quasi-public authority having the power of eminent domain, Seller shall promptly notify Buyer thereof. In such event, Buyer may (1) elect to terminate the agreement contained herein, in which event the Earnest Money shall be immediately returned to Buyer, or (2) elect to proceed with the transaction, in which event Buyer shall be entitled to the insurance proceeds related to the damage to the Property or the proceeds of any condemnation award or payment in lieu thereof in relation to that portion of the Property taken as a result of such eminent domain proceedings or threat thereof. Seller may, at its option, either prosecute any condemnation claim itself or allow Buyer to appear in the action to prosecute such claim. If Buyer elects to terminate the Agreement as hereinabove provided, it shall notify Seller within ten (10) days after Buyer has received written notice of such damage or destruction or any appropriation proceeding or threat thereof.
6. DISCLAIMERS: "AS IS"
- 6.1 AS-IS-SALE. Buyer acknowledges that it is a sophisticated buyer with experience in owning and operating real property. Buyer realizes the special nature of this transaction, understands and freely assumes all risks involved in connection with this transaction and acknowledges that the risks are reflected in the Purchase price and the terms upon which Buyer is willing to purchase and Seller is willing to sell the Property. Buyer acknowledges that it has had an opportunity to make an independent investigation and examination of the Property and to become fully familiar with the physical condition of the Property, and has not relied on any information or materials delivered or caused to be delivered by Seller in connection therewith. It is further agreed that this Agreement shall supersede any and all marketing materials and other materials supplied or made available prior to or in connection with the

Auction (the "Property Data"). Seller makes no warranty or representation with respect to the Property Data, and Seller, for and on behalf of each Seller-Related party (as hereinafter defined) hereby expressly disclaims any representation or warranty whatsoever, expressed or implied, as to the content, accuracy or completeness of the Property Data. Any Auction Announcement (as hereinafter defined) that was made at Auction supersedes the Property Data. As used herein, (a) the term "Auction Announcement" means any announcement made during the Auction by the Seller or the auctioneer conducting the sale of the Property, whether orally or in writing, and (b) the term "Seller-Related Parties" means individually and collectively, Seller and its officers, directors, shareholder, employees, attorneys, agents and representative. Buyer by its execution hereof, acknowledges that the Property is sold "as-is where-is" and that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the existence of any environmental contamination, hazards or conditions thereon (including, but not limited to, the presence of asbestos or asbestos containing materials, lead based paint, underground storage tanks, pesticide residues, landfills, or the release of hazardous substances or the disposal or existence, in or on the Property, of any hazardous materials); (c) the income to be derived from the Property; (d) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (e) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable government authority or body (including any environmental protection, pollution or land use laws, rules, regulation, orders or requirements); (f) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (g) the manner or quality of the construction or materials, if any, incorporated into the Property; (h) the manner, quality, state of repair or lack of repair of the Property, (i) the availability of access to the Property from public rights-of-way or the availability of utilities (including, without limitation, the availability or adequacy of any water); (j) the revenues from or expense of the Property; (k) the acreage or dimensions of the Property; (l) the real property taxes on the Property; (m) whether any portion of the Property lies within any flood hazard area as determined by the U.S. Army Corps of Engineers or other applicable authority or whether the Property contains any wetlands or waters of the State or the United States; (n) any other matter or thing affecting or relating to the Property. No warranty has arisen though trade, custom or course of dealing with Buyer. Buyer declares and acknowledges that the foregoing shall be considered a material and integral part of the sale contemplated thereby and is reflected in the consideration payable by Buyer hereunder as inducement for Seller to proceed with the transaction contemplated hereby. Buyer further declares and acknowledges that the foregoing has been brought to the attention of Buyer, and that Buyer has voluntarily and knowingly consented thereto.

6.2 RELEASE. Buyer further releases the Seller-Related Parties, and Ness Bros. Realtors & Auctioneers from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and disbursements), whether suit is instituted or not (collectively, "Claims") which any Buyer-Related Party (as hereinafter defined) has or may have arising from or related to any matter or thing related to or in connection with the Property or the Auction, including, without limitation, the matters set forth in Section 6.1, whether direct or indirect, known or unknown, contingent or non-contingent, latent or patent. Buyer shall not look to any Seller-Related Parties in connection with the foregoing for any redress or relief. Buyer further acknowledges and agrees that such release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. As used herein, the term "buyer-Related Party" means, individually and collectively, and to the extent applicable (a) Buyer; (b) the shareholders, directors, members, partners and employees of Buyer or any direct or indirect partner of or corporate joint-venture with Buyer; (c) any affiliate of Buyer; and (d) any nominee, successor or assign of Buyer.

6.3 SURVIVAL. The provisions of Section 6.1 and 6.2 shall survive the Closing

7. REPRESENTATION AND WARRANTIES. Buyer represents and warrants as follows: If Buyer is not an individual: (1) Buyer is duly formed, validly existing and in good standing under the laws of the state and commonwealth of its organization and is authorized to transact business in the State of Indiana; (2) Buyer has full right, authority and power to enter into this Agreement, consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents to which it is a party; (3) each of the persons executing this Agreement on behalf of Buyer is authorized to do so, and (4) this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms. The execution and delivery of this Agreement by Buyer does not, and the performance of Buyer's obligations hereunder and under the Closing Documents to which it is a party will not, require the consent or approval of any governmental or public authority or any other person.

7.1 If the Property contains residential real estate, Buyer has received prior to the execution of this Agreement (in the form attached hereto as Rider) a Seller's Residential Real Estate Disclosure Form if required by Ind. Code 32-21-5-1 et seq. and a Lead Based Paint Disclosure. Each representation and warranty of Buyer set forth in this Agreement (whether or not set forth in this Section) shall be deemed to have been repeated by Buyer, at and as of the Closing Date with the same force and effect as if first made on and as of such date, and shall survive the Closing

8. DEFAULT

8.1 SELLER'S DEFAULT. In the event Seller breaches this Agreement or is otherwise unable to perform its obligations hereunder prior to Closing, Buyer shall provide written notice thereof to Seller. If Seller fails to cure such default within ten (10) business days, this Agreement, at Buyer's option, shall terminate upon written notice from Buyer, and this Agreement shall thereafter be deemed null and void. Upon such termination, Buyer shall be entitled to the return of the Earnest Money (without interest) and liquidated damages equal to Buyer's reasonable out-of-pocket expenses incurred solely in connection with this Agreement during the period from the Accepted Date through the date of termination, but in no event shall Seller's liability for such damages exceed \$3500.00. Buyer and Seller acknowledge that actual damages would be difficult to calculate and that the foregoing is a reasonable estimate of the likely damages. The foregoing remedy shall be Buyer's sole remedy at law or in equity, and Buyer waives any other damages, amounts or remedies. Except as provided above, Buyer agrees to release and hold the Seller-Related Parties (as hereafter defined) harmless from any and all claims associated with Seller's breach of this Agreement.

8.2 BUYERS DEFAULT: Buyer has entered into this Agreement on a no contingent basis and, except for Seller's performance hereunder, there are no conditions precedent to Buyer's obligations hereunder. In the event Buyer breaches this Agreement or is otherwise unable to perform its obligations hereunder, Seller may terminate this agreement upon written notice to Buyer. Upon such termination, Buyer shall forfeit to Seller the Earnest Money and seller shall be entitled to all available remedies, at law or in equity, as a result of buyer's breach to the extent greater than the earnest money. Notwithstanding the foregoing, following Closing, Seller shall be entitled to all available remedies at law or in equity as a result of Buyer's breach of any releases, covenants, representations, warranties or other terms or provisions hereof which by their express terms survive Closing.

9. MISCELLANEOUS.

9.1 MODIFICATION. This Agreement may not be changed, modified, supplemented or terminated, except by an instrument executed by the parties which are or will be affected by the terms of such change, modification, supplement or termination. Either party may waive any of the terms and conditions of this Agreement made for its benefit, provided such waiver is in writing and signed by the party waiving such term and condition.

9.2 BINDING AGREEMENT. The terms, covenants, agreements, conditions, representations and warranties contained in this Agreement shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.

9.3 ILLEGALITY. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person, entities or circumstances other than those as to which it is held invalid or

unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

- 9.4 CHOICE OF LAW. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Indiana.
- 9.5 CONSTRUCTION. The headings of the various Sections of this Agreement are inserted solely for purposes of convenience and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.
- 9.6 AMBIGUITIES. Each party acknowledges that it and its counsel have reviewed this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved or construed against the drafting party shall not be employed in the interpretation of this Agreement.
- 9.7 EXPENSES. In the event of any controversy, claim or dispute between Buyer and Seller arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, legal assistant fees, costs and expenses.
- 9.8 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
- 9.9 RIDER (S). This Agreement is supplemented by any Riders attached hereto. The terms, covenants, conditions, and agreement set forth in any such Rider (s) shall constitute a part of this Agreement as if more fully set forth herein. In the event of any irreconcilable inconsistencies between the terms of this Agreement and any such Rider (s), the terms of such Rider (s) shall be deemed to govern.
- 9.10 EXPENSES; BROKERAGE. Except as otherwise specifically provided in this Agreement, Seller and Buyer shall each bear its own expense incurred in connection herewith, and neither shall be liable to the other for any of such expenses, whether or not the transaction contemplated hereby is consummated. Each of the parties covenants that it has not employed or used any broker, finder or agent in connection herewith or with the transaction contemplated hereby pursuant to any agreement under which the other may be or become liable to such broker, finder or agent for any fee or commission, except Ness Bros. Realtors & Auctioneers which is to be paid at Closing from the Purchase Price.
- 9.11 ASSIGNMENT. Buyer shall not have the right to assign this Agreement without Seller's express written consent which may be withheld in its sole and absolute discretion.
- 9.12 NO WAIVER. No failure on the part of either party at any time to require performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof.
- 9.13 EXPIRATION OF TIME PERIODS. If any date specified herein is, or any period specified herein expires on, a Saturday, Sunday or holiday, then such date or the expiration date of such period, as the case may be, shall be extended to the next succeeding business day
- 9.14 NO PARTNERSHIP. Nothing contained herein shall be deemed or construed to constitute Buyer as a partner, joint venture, co-principal or associate of Seller, or of any person claiming by, through or under Seller, in the conduct of their respective businesses.
- 9.15 NOTICE All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered in person or the following day after being sent by overnight delivery by a nationally recognized overnight delivery service such as UPS or Federal Express, addressed as follows.

- 9.16 UTILITIES If utilities are on the time the offer is signed, Sheller shall leave on and pay for all municipal services and public utility charges through the day of possession
- 9.17 HOME HEATING FUEL in the tank on the day of possession will pass with the real estate.
- 9.18 MAINTENANCE OF PROPERTY Seller shall maintain the Property in its present condition until possession is delivered to Buyer.
- 9.19 ATTORNEY FEES Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court cost and reasonable attorney's fees from the non-prevailing party.
- 9.20 The Indiana Sheriff's Sex Offender Register (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.
- 9.21 SELLER represents and warrants that Seller is not a "foreign person" (Individual entity) and, therefore, in not subject to the Foreign Investment in Real Property Tax Act.
- 9.22 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, address to Seller or Buyer or the designates agent of either party.
- 9.23 THE parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
- 9.24 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 be 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.
- 9.25 LEGAL DESCRIPTION:

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 11 in Township 28 North, Range 8 East, and running thence North 5.95 chains; thence West 13.25 chains; thence South 5.95 chains; thence East 13.25 chains, to the place of beginning. Except: A strip of land 3 rods wide, off the West end of the tract above described, containing 7.43 acres, more or less, after said exception.

10. FUTHER CONDITION**THIS AUCTION IS BEING RECORDED – TRACTS****SIMULCAST REAL ESTATE & LIVE AUCTION****BIDDING PROCEDURE BUYER'S ARE TO FOLLOW WITH NO WAIVER****DATE: September 9, 2021****SELLERS: Mitchell E. Garrison & JoEllen Garrison****LOCATION: 7518 W. Maple Grove Rd., Huntington, IN. 46750****LEGAL DESCRIPTION:**

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 11 in Township 28 North, Range 8 East, and running thence North 5.95 chains; thence West 13.25 chains; thence South 5.95 chains; thence East 13.25 chains, to the place of beginning. Except: A strip of land 3 rods wide, off the West end of the tract above described, containing 7.43 acres, more or less, after said exception.

- **BIDDERS PACKET:** All bidders must have registered for the auction and received a Bidder's Packet which includes all documents that the buyer will be signing.
- **CONDUCT OF THE AUCTION:** Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The seller and selling agents reserve the right to preclude any person from bidding if there is any question as to the person's identity, credentials, fitness to bid, financial ability to buy, etc. All decisions of the Auctioneer are final.
- **PROCEDURE:** The property will be offered in 2 individual tracts or as a whole unit with a total of 7.43 acre unit. There will be open bidding on each tract and a combination of tracts during the auction as determined by the Auctioneer. Bids on tracts and the total property may compete.
- **AGENCY DISCLOSURE & GENERAL OFFICE POLICIES:** Ness Bros. will represent the Seller exclusively unless a Ness Bros. Agent has a signed buyer agency agreement with Buyer, then that agent has a limited agency with Buyer.
- **DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained online or in the brochure and related material is subject to the terms and conditions outlined in the Purchase Agreement. The Property is being sold on an "AS IS, WHERE IS" basis. No warranty or representation, either expressed or implied, concerning the Property, its condition, or the condition of any other components on the Property, is made by the Seller or Ness Bros. All sketches and dimensions online or in the brochure are approximate. The information contained online or in the Brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or Ness Bros. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property.
- **TERMS: Earnest Money** of 10% down or \$2,500.00, whichever is greater the day of Auction, balance is due in full upon delivery of the merchantable title and deed free and clear of all liens and encumbrances except as stated herein and subject to easements or restrictions of record. A **Buyer's Premium** of 5%, or minimum of \$2,500, whichever is greater will be added to final bid and included in the total contract price. All bids accepted on the Real Estate subject to Sellers approval.
- **TITLE POLICY:** A preliminary title policy has been prepared by Lime City Title Co., which will be preparing the final title policy plus conducting the Closing. Seller and Buyer agree to use Lime City Title.

- **CONDITIONS:** No offer shall be accepted that is contingent on financing. The Earnest Money will be totally forfeited in the event the Seller accepts the successful bidder's Purchase Agreement in writing and the successful bidder subsequently refuses to proceed to Closing.
- **EXECUTION OF PURCHASE AGREEMENT:** The successful bidder has earned the right to make an offer to the seller; no sale has been completed. The bidder will be required to execute a Real Estate Purchase Agreement immediately following the close of the auction. Buyer's offer expires 11:59 P.M. (local time) seven days after the auction date, unless Seller timely accepts it; the Earnest Money will be returned if Seller does not accept the successful bid, subject to any required approvals.
- **TAXES:** The real estate taxes shall be prorated. Seller shall pay real estate taxes which are payable during the year in which Closing occurs, and taxes payable during the succeeding year, prorated to the date of Closing. Buyer shall assume and pay all subsequent taxes. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable shall be computed based on the last tax bill available to the closing agent. The succeeding year's tax bill, because of recently constructed improvements, annexation, reassessment, or similar items may greatly exceed the last tax bill available to the closing agent.
- **GUARANTY:** Any individual submitting a bid or signing the Purchase Agreement on behalf of any entity agrees to be individually bound by all these terms and conditions and individually responsible for payment of the Earnest Money and the balance due.
- **POSSESSION:** Day of closing subject to tenant rights.
- **SURVEY:** Buyer will pay for any new survey for any parcel where there is no existing legal description or where new boundaries are created by the tract division at the Auction or if seller determines a new survey is needed. Tract acreage's are estimated from aerial view. Closing prices shall be adjusted to reflect any differences between advertised & surveyed acres on Tract 2.
- **CLOSING:** Balance of the purchase price is due in cash at closing, which will take place on or before the Forty-Fifth (45th) day following the Accepted Date. The fee charged by any closing agent, including an attorney acting as a closing agent for both parties, or Buyer's lender acting in such capacity, for closing services shall be paid equally by the parties. Buyer will be responsible for paying a \$245.00 administration transaction commission payable to Ness Bros.
- **AUCTIONEER RESERVES:** Auctioneer Reserves the right to make changes to an auction, to split or combine lots, cancel, suspend or extend the auction event.

NOTE: If the property is sold in 2 parcels, then will be subject to the approval of the Huntington County Community Development AND Buyer of Tract # 1 must get a secondary soil test completed and submitted to Ness Bros., by September 23 ,2021.

Buyer of Tract # 2 must get a primary & secondary soil test completed and submitted to Ness Bros., by September 23, 2021

The prior owner of the property 40+ years ago, dumped old discarded iron in the ravine.

Neither the Seller nor Ness Bros. is responsible for any personal property left in the residence and buildings, or on the land at the time possession is granted to Buyer.

STATEMENTS MADE THE DAY OF AUCTION TAKE PRECEDENCE OVER PREVIOUS PRINTED MATERIALS OR ANY PREVIOUS ORAL STATEMENTS

11. SIGNATURE PAGE

Buyer's Signature

Date _____

Co-Buyer's Signature

Date _____

Buyer's (Printed) Full Legal Name

Co-Buyer's (Printed) Full Legal Name

Address

Co-Buyer's Address

Email Address

Co-Buyer's Email Address

☐ Home _____ ☐ Work _____ ☐ Cell _____

Please Check Box Above indicating best phone to call between 9am-5:00pm

Printed Name for Deed:

Buyer's Agent

Brokerage Firm

Phone

TERMS: ☐ Loan ☐ Cash ☐ Equity Line

Lender Name

Phone

SELLER'S RESPONSE: (Check appropriate paragraph letter):

This _____, at _____ AM _____ PM _____ Noon

____ A. The above offer is Accepted ____ B. The above offer is Rejected ____ C. The above offer is countered.

Seller's Signature

Date _____

Co-Seller's Signature

Date _____

Email Address

Co-Seller's Email Address

Seller's Signature

Date _____

Co-Seller's Signature

Date _____

Email Address

Co-Seller's Email Address

Listing Agent Signature

Property: ☐ Vacant ☐ Occupied



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

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

PROPERTY ADDRESS: 7518 West Maple Grove Road, Huntington, IN 46750

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a.) Presence of lead-based paint and/or lead-based paint hazards: *(check (i) or (ii) below)*

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b.) Records and reports available to the seller: *(check (i) or (ii) below)*

(i) ☐ Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below):

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT (initial)

(c.) ☐ Buyer has received copies of all information listed above.

(d.) ☐ Buyer has received the pamphlet *Protect Your Family From Lead In Your Home*.

(e.) ☐ Buyer has *(check (i) or (ii) below)*:

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;

OR

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER'S ACKNOWLEDGMENT (initial)

(f.) ☐ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of

1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

7518 West Maple Grove Road, Huntington, IN 46750
(Property Address)

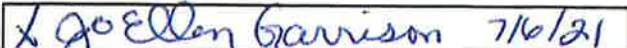
CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

This *Certification and Acknowledgment* 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 *Certification and Acknowledgment* 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.


 7/6/21
SELLER'S SIGNATURE DATE

Mitchel Garrions
PRINTED


 7/6/21
SELLER'S SIGNATURE DATE

Joellen Garrsion
PRINTED


LISTING BROKER DATE


BUYER'S SIGNATURE DATE

PRINTED


BUYER'S SIGNATURE DATE

PRINTED


SELLING BROKER DATE



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #37. Copyright IAR 2021



7518 West Maple Grove Road, Huntington, IN 46750
(Property Address)



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)

08.19.2021

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 obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not 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) 7518 West Maple Grove Road, Huntington, IN 46750

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cistern	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clothes Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic Field/Bed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Clothes Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Aerator System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Gas Grill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Irrigation Systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Heater/Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Microwave Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Heater/Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Heater/Solar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Range	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Purifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Softener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Room Air Conditioner(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Trash Compactor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic and Holding Tank/Septic Mound	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TV Antenna/Dish	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Geothermal and Heat Pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other Sewer System (Explain)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Swimming Pool & Pool Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				Yes	No	Do Not Know
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are the structures connected to a public water system?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	Are the structures connected to a public sewer system?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Air Purifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any additions that may require improvements to the sewage disposal system?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Burglar Alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If yes, have the improvements been completed on the sewage disposal system?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are the improvements connected to a private/community water system?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage Door Opener / Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are the improvements connected to a private/community sewer system?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inside Telephone Wiring and Blocks/Jacks	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Intercom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attic Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sauna	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Water Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Smoke/Fire Alarm(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace Heat/Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Switches and Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Furnace Heat/Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vent Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solar House-Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
60/100/200 Amp Service (Circle one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Woodburning Stove	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Generator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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.					Fireplace Insert	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
					Air Cleaner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					Propane Tank	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
					Other Heating Source	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 *Michael E. Gamm* Signature of Buyer _____

Signature of Seller *Joel Van Brancaster* Signature of Buyer _____

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) _____ Signature of Seller (at closing) _____

Property address (number and street, city, state, and ZIP code) 7518 West Maple Grove Road, Huntington, IN 46750			
2. ROOF	YES	NO	DO NOT KNOW
Age, if known _____ Years.	<input 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"/>
	<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 checked="" type="checkbox"/>	<input 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: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> The prior owner of the property, 40 + or - dumped old discarded iron in a ravine. </div> <div style="margin-top: 5px;"> <div style="border: 1px solid black; width: 50px; height: 30px; display: inline-block; vertical-align: middle;"></div> </div>			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)			
4. OTHER DISCLOSURES			
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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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?	<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 type="checkbox"/>	<input checked="" 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		Signature of Buyer	
Signature of Seller		Signature of Buyer	
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)		Signature of Seller (at closing)	



FORM #03.



Representing Buyers: When the Licensee represents the interests of the Buyer as a Buyer's agent when showing properties, such Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Buyer, however, they must deal honestly with a seller, and all representations are made as the agent of the Buyer. As a Buyer's agent or limited agent, Licensee will obtain compensation pursuant to a listing contract unless a written Buyer's Agency Contract or an Agreement to Purchase provides for an alternative payment method.

At Public Auction: Ness Bros. Auction Staff (Auctioneers and Ringmen) will represent the Seller exclusively, unless Ness Bros. Agent has a signed buyer agency agreement with buyer, then that agent has a limited agency with buyer.

Limited Agency Authorization: Limited Agency occurs when (1) the Ness Bros. licensee represents both the buyer as a buyer's agent, and the seller as a seller's agent in the same transaction; or (2) the principal or a managing broker of Ness Bros. is personally representing a seller as a seller's agent and a Ness Bros. licensee is representing the buyer as a buyer's agent; or (3) the principal or a managing broker of Ness Bros. is personally representing the buyer as a buyer's agent when the property is listed with Ness Bros. If any of these situations occur, then Licensee has agency duties to both Buyer and Seller which may be different or even adverse. If limited agency arises, Licensee shall not disclose the following without the informed consent, in writing, of both Buyer and Seller:

- (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule or regulation to be disclosed and that could not be discovered by a reasonably and timely inspection of the Property by the parties.
- (b) That a Buyer will pay more than the offered purchase price for the Property.
- (c) That Seller will accept less than the listed price for the Property.
- (d) Other terms that would create a contractual advantage for one party over another party.
- (e) What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

ACKNOWLEDGMENT & CONSENT

By signing below, I/We acknowledge that the Limited Agency Authorization above has been read and understood. I/We understand that I/We do not have to consent to Ness Bros. agent acting as limited agent(s), but give informed consent voluntarily to limited agency and waive any claim, damages, losses, expenses, including attorney's fees and costs against Ness Bros. agent arising from Ness Bros. agent's role of limited agent(s).

I/We acknowledge that Ness Bros. has presented a warranty plan and asked if we would be interested in purchasing home warranty coverage. Ness Bros. associates may receive compensation for the sale of a home warranty.

(Please initial one)

☐ Yes, I would like to purchase a home warranty

☐ No, I am not interested in purchasing a home warranty at this time.

I/We acknowledge that Ness Bros. has recommended to all buyers to obtain a professional home inspection which may include, but is not limited to, a Radon Inspection.

<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Buyer or Seller's Signature	Date
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Buyer or Seller's Signature	Date
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Ness Bros. Agent	Date





**General Office Policies of
Ness Bros. Realtors & Auctioneers
Regarding Agency Relationship/Disclosure**

In compliance with IC 25-34.1-10, 12 USC 2602, 2608, and the Code of Ethics and Standards of Practice Article 2 & 6 of the National Association of Realtors, Ness Bros. states its general office policies regarding agency arrangements as follows:

GENERAL OFFICE POLICIES

Ness Bros. will represent Sellers in the sale of real estate, and Buyers in the purchase of real estate. Ness Bros. will practice disclosed limited agency when a licensee is representing both parties, or a principle or managing broker is personally representing one of the parties to the transaction. Ness Bros. will make full disclosures to and obtain the information consent of the seller and buyer to limited agency relationship.

This is to give you notice that certain associates of Ness Bros. (as the term is defined in the Real Estate Settlement Procedures Act, 12 USC section 2602 (8)) have an ownership interest in **Lime City Title Services, LLC**.

IMPLEMENTATION OF POLICIES

To implement the above stated general office policies, Ness Bros. will take the following steps:

1. **When listing real estate, the Ness Bros. agent will:**
 - (a) provide the seller with a copy of Ness Bros. general office policies regarding agency and affiliated business arrangements.
 - (b) describe to the seller the different agency relationships and disclose the duties of each.
 - (c) disclose to the seller the potential of limited agency.
 - (d) obtain the seller's informed consent to Ness Bros. acting as a limited agent in writing containing the elements set forth in Indiana Code 25-34.1-10.
2. **When entering into an agency relationship with a buyer, the Ness Bros. agent will:**
 - (a) provide the buyer with a copy of the Ness Bros. general office policies regarding agency.
 - (b) describe to the buyer the duties of Ness Bros. as a buyer's agent.
 - (c) disclose to the buyer the potential of limited agency.
 - (d) obtain the buyer's informed consent to Ness Bros. acting as a limited agent in writing containing the elements set forth in Indiana Code 25-34.1-10.
3. Ness Bros. will reconfirm the agency relationships with the parties in writing at the time of the purchase agreement.
4. Ness Bros. will charge a **ADMINISTRATION TRANSACTION COMMISSION OF \$245.00** to be collected at closing.

AGENCY RELATIONSHIP DISCLOSURE

Agency Relationships: Indiana law (I.C. 25-34.1-10-9.5) provides that a Licensee has an agency relationship with, and is representing the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary, or (2) the Licensee is merely assisting the individual as a customer.

Representing Sellers: When the Licensee represents the interests of the seller, as a Seller's agent to sell the property, such Licensees owes duties of trust, loyalty, confidentiality, accounting and disclosure to the seller; however, they must deal honestly with a buyer and disclose information to the buyer about the property, and all representations are made as the agent of the seller. Seller is advised that the property may be sold with the assistance of other Licensees who show the property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by the buyer agents about the property are **not** made as the agent of the seller.