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BILL NO. S-13-07-10

SPECIAL ORDINANCE NO. S-_

AN ORDINANCE APPROVING THE PURCHASE OF CERTAIN PROPERTIES LOCATED AT 6442, 6514, 6429 AND 6506 FERNWOOD AVE., AND 3511 AND 3512 DALEVUE DR. FOR A FLOOD CONTROL PROJECT FOR THE CITY OF FORT WAYNE, INDIANA.

WHEREAS, the City wishes to purchase certain properly located at 6442, 6514, 6429 AND 6506 Fernwood Ave., and 3511 and 3512 Dalevue Dr., Fort Wayne, Indiana, (the "Real Estate"), specifically described in the Purchase Agreements attached hereto and made a part hereof; and

WHEREAS, the purchase price for the total acquisition of the Real Estate is FOUR HUNDRED EIGHTY THOUSAND, TWO HUNDRED FIFTY, AND N0/100 DOLLARS (\$480,250.00); and

WHEREAS, Fort Wayne City Code Sec. 37-19 mandates that the Common Council of the City of Fort Wayne approve any purchases of real property made by the City.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The purchase of Real Estate located at 6442, 6514, 6429 AND 6506 Fernwood Ave., and 3511 and 3512 Dalevue Dr., Fort Wayne, Indiana, (the "Real Estate"), specifically described in the Purchase Agreements attached hereto and made a part hereof, is hereby approved and agreed to.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor of the City of Fort Wayne, Indiana. Council Member APPROVED AS TO FORM AND LEGALITY Carol Helton, City Attorney

Interoffice Memo

Date:

July 3, 2013

To:

Common Council Members

From:

Charles Northrop, Program Manager - Capital Project Services 427-1330

City Utilities Engineering

RE:

Purchase of 6442, 6514, 6429, and 6506 Fernwood Ave., and 3511 and 3512 Dalevue Dr.

for a flood control project

Council District #: 4th District

City Utilities and Public Works are working together to construct a flood control project in the Fernwood Ave./Dalevue Dr. area of Waynedale. The project will consists of the construction of a storm sewer and an earthen berm around the north and west sides of the neighborhood. These six (6) houses must be acquired and removed in order to facilitate the project. These properties have flooded numerous times in the past few years. Each purchase price is the average of two appraisals, and each purchase agreement was freely signed by the property owner.

<u>Implications of not being approved:</u> If the City cannot buy and remove these houses, then we will not be able to construct this project which will protect the remaining homes.

If Prior Approval is being Requested, Justify: N/A

The cost of said project funded by Transportation Cedit funds

Total Acquisition Amount: \$480,250.00

Council Introduction Date: July 9, 2013

CC:

Matthew Wirtz Diane Brown Chrono

Lis	sting Broker ((Co.) N/A		() By _		(
Se	lling Broker ((Co.) N/A	-	office code () By _		indiyidual code
		•	PURCHA	office code SE AGREENIE /ED PROPERTY	ENT	individual coda
1		6-10-13				
2 3 4 5	1. BUYI agree terms	s, provisions, and co	nditions:		the consideration and su	,
6 · 7 8 · 9	2. PROF in <u>6.</u> Indiar	PERTY: The propert Payne na, <u>46809</u>	y ("Property") is known Township, (zip code) legally desc	as <u>6442 Fe</u> Hen rlbed as: <u>See</u>	rnwood Avenu County, Et. h attached Exi	16 Jayne vibit "19"
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46 47 48 49 5. 50 51	earnest r METHOI 図A. CA	noney in accordanc O OF PAYMENT: (C SH: The entire purc	e with this Agreement a Theck appropriate para hase price shall be pald	nd licensing regulat graph letter) In cash and no fina		
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53 54 55 56 57	moi orig sha	rtgage loan for linal rate of interest i Il pay all costs of ob	ured Conventional % of purchase not to exceed taining financing, excep	se price, payable in % per annum a	er: not less than and not to exceed	years, with an points. Buyer
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			Page 1 of 7 (Pur	chase Agreement	•	•

59 60 61 62	Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.
63 64 65 66	 □ C. ASSUMPTION: (Attach Financing Addendum) □ D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum) □ E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)
67 68 69 70 71 72 73 74	to complete this transaction or for approval to assume the uppaid balance of the existing mortgage within days after the acceptance of this Agreement and to obtain financing in cooperation with the Broker and Seller. No more than days after acceptance of the Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.
75 76 77 78 79	7. CLOSING: The closing of the sale (the "Closing Date") shall be on or before, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title insurance company shall be paid by Buyer Selier Shared equally Included in allowance, if provided.
80 81 82 83 84	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 Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as so defined by statute.
85 86 88 89 90 91 92 93 94 95 100 101 102 103 104 105 9. 106 107 108 109 110 111	A. The possession of the Property shall be delivered to Buyer, at closing □ within
112 10. 113 114 115	FLOOD AREA/OTHER: Buyer may may not terminate this Agreement if the Property requires flood insurance. Buyer may may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.
	HOMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within <u>w/a</u> · days after acceptance of this Agreement.
119 12. 120 121 122 123 124	ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the elderly.

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

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

13. INSPECTIONS: (Check paragraph letter A or B)

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

A. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHAIVA or lender inspections are not included in this waiver.

☐ B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)

Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after acceptance of the Purchase Agreement. Buyer shall have ______ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have additional days to order, receive and respond in writing to any additional reports.

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 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or walve such defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would have a significant 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. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

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22 22 22 22 22 22 22 23 23	3 4 5 6 7 8 9	Pursuant to this Agreen	agree that I e commitmen Federal and tent. es to pay the endor's affiday	State law, Se	ller cannot i	make Seller	's selection o	f a title Insu	rance prov	vider a condi	tion of
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253 254	Виуе Ви	rmay apply yer s	for current-y hall p	rear exempt	lons/credita 70 - Pa d	s at or after Led +	closing. AXES,				

- 255 18. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or 256 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall 257 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or 258 259 260 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special 261 262 263 assessments for municipal improvements completed after the date of this Agreement, 264
- 19. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the 265 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in 266 writing to a different date and/or time. 267 268
 - Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.
- 20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership 272 association shall be delivered by the Selier to Buyer within \(\frac{N}{A} \) days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within \(\frac{N}{A} \) days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within \(\frac{N}{A} \) days after Buyer's approval of the documents.

 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. 273 274
 - Buyer shall therefore be responsible to become fully acquainted with neighborhood and ofher off-site conditions that could affect the Property.
- 283 24. ATTORNEY'S 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 costs and reasonable attorney's fees from the non-prevailing party.

22, MISCELLANEOUS:

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- A. Unless otherwise provided, any prorations for rent, taxes; insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date,
- B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- C. The Indiana Sheriff's Sex Offender Registry (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.
- D. Conveyance of this Property shall be by general Warranty Deed, or by subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
- F. 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 mall, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
- G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

322 323 324 325 326	lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).
327 328 329 330	L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.
331 332 333	M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
334 335 336	N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
337 338	O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License#
339 340 341	P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
342 343	23. FURTHER CONDITIONS (List and attach any addenda): This sale is subject to approva (by the ft. Wayne Board of Public Works
344 345 346	and the common council of the City of fort wayne.
347 348	Seller shall have 90 (ninety) days after closing to
349 350 351	varaje the premises provided Seller signs a
352 353	Right of Entry and Indemnity Agreement.
354 355	
356 357	· · · · · · · · · · · · · · · · · · ·
358 2 359 360 361 362	24. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek 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 transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
363 364 2 365 366 367 368	5. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
369 2 370 371 372	6. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by \(\sqrt{1}\) A.M. \(\sqrt{1}\) P.M. \(\sqrt{1}\) Noon, the day of, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.
373 374 375 376 377	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.

	City of Fort Wayne			
378	City of Fort Wayne Cloneil a. Brenner	6-11-13		•
379	BUYER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
380 381	Daniel A. Brenner - Proper	to Moungel		
382	PRINTED	<u> </u>	PRINTED	
383 384	27. SELLER'S RESPONSE: (Check appro	priate paragrap	nh letter):	·
385 386	This // day of Juns	, at	48 [] A.M. @F.M. [] Noo	on .
387 388 389	ДА. The above offer is Accepted.		•	
390 391	☐ B. The above offer is Rejected.			
392	☐ C. The above offer is Countered. See	Counter Offer,	Seller should sign both the	Purchase Agreement and
393	the Counter Offer.	•	,	-
394 395	V. 45 11.	1 11 17	1-1-11	سه ي و ته در
396	Demond Day	6-11-13	ante M. Ha	my 6-11-13
397	SELLER'S SIGNATURE	DATE S	ELLER'S SIGNATURE	# DATE
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Part of the Southwest 1/4 of Section 28, Township 30 North, Range 12 East in Allen County, State of Indiana, described as follows, to-wit:

Beginning at a point situated 1283:7 feet hast and 659.32 feet South of the Northwest corner of the Southwest 1/4 of Section 28. Township 30 North, Range 12 East, said point also being the Northwest corner of Lot Numbered 45 in the Plat of Section II, Fernwood Place, an Addition to the City of Fort Wayne, Indiana; thence East along the North line of the said Lot Numbered 45 and Lot Numbered 44 in the said Section II, Fernwood Place 155.0 feet to the Northeast corner of the aforementioned lot numbered 44 in the Plat of Section II, Fernwood Place; thence North 50.0 feet; thence West 155.0 feet; thence South 50.0 feet to the point of beginning, containing .0175 acres of land, more or less.

ALSO

North 10 feet of Lots Numbered 44 and 45 in Section II., Fernwood Place; an Addition to the City of Fort Wayne, Allen County, Indiana.

ALSC

Part of the Southwest 1/4 of Section 28, Township 30 North, Range 12 East, in Allen County, State of Indiana, described as Eollows, to-wit:

Beginning at a point situated 1283.7 feet East and 609.32 feet South of the Northwest corner of the Southwest 1/4 of Section 28. Township 30 North, Range 12 East, said point also being 50 feet North of the Northwest corner of Let Numbered 15 in the plat of Section II, Fernwood Place, an Addition to the City of Fort Wayne, and thence East parallel to the North line of Said Lot Numbered 45 and Lot Numbered 44 in said Section II, Fernwood Place, 155.0 feet to a point 50 feet North of the Northeast corner of the Aforementioned Lot Numbered 44 in the Plat of Section II, Fernwood Place, thence North 15 feet, thence West 155.0 feet; thence South 15 feet to the point of beginning.

Selling E 1 Dat 2 1. 4 5 6 7 2. 8 9 10 11 12 13 14 15 16 17 18 19 20 21	1 12 12	ty") is known y") is known y legally descrite improveme las fixtures, is kitchen equivalent yactixtures, towe barns, all la	JED PROF Jen ("Selle as 65/4 Jen ("Selle as 65/4 as 65/4 Jen ("Selle as 65/4 Jen ("Selle as 65/4 as 65/4	EWENT PERTY) PAYNE OF FERNOR Tres attached g fuel, heatin mp pumps, v	County, For a Place (unless leased g and central a vater softener,	d subject to the follow The f
1 Dat 2 3 1. 4 5 6 2. 9 10 11 12 13 14 15 16 17 18 19 20 21	BUYER: The Ciful agrees to buy the following propert terms, provisions, and conditions: PROPERTY: The property ("Property in Wayne Town (zip code) Lot 17 (ty") is known y") is known y legally descrite improveme las fixtures, is kitchen equivalent yactixtures, towe barns, all la	JED PROF Jen ("Selle as 65/4 Jen ("Selle as 65/4 as 65/4 Jen ("Selle as 65/4 Jen ("Selle as 65/4 as 65/4	PERTY) A CAN E OF THE CAN FERMORE Tres attached g fuel, heatin mp pumps, v	County, For a Place (unless leased g and central a vater softener,	lve, Ff. Weryne Sc. H. S. T. I or excluded), includir Ir-conditioning equipme water purifier, gas gril
2 3 1. 4 5 6 7 8 9 10 11 2 3 14 15 6 17 18 9 20 21	BUYER: The Ciful agrees to buy the following propert terms, provisions, and conditions: PROPERTY: The property ("Property in Wayne Town (zip code) Lot 17 together with any existing permanent but not limited to, electrical and/or grand all attachments thereto, built-in fireplace inserts, gas logs and grates, and fixtures, ceiling fans and light fix satellite dishes and controls, storage FOLLOWING:	ty") is known y") is known y legally descrite improveme las fixtures, is kitchen equivalent yactixtures, towe barns, all la	JED PROF Jen ("Selle as 65/4 Jen ("Selle as 65/4 as 65/4 Jen ("Selle as 65/4 Jen ("Selle as 65/4 as 65/4	PERTY) A CAN E OF THE CAN FERMORE Tres attached g fuel, heatin mp pumps, v	County, For a Place (unless leased g and central a vater softener,	lve, Ff. Weryne Sc. H. S. T. I or excluded), includir Ir-conditioning equipme water purifier, gas gril
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23 _	EXCLUDES THE FOLLOWING:					
30 up 31	RICE: Buyer will pay the total purchas operaisal of the Property, this Agreement on purchase price. ARNEST MONEY: Buyer submits \$	all deposit e reement and eason to sul ptly in the ev on, without le and Seller re	parnest mon I hold it until bmit earnes vent this offe egal cause, tains all righ	as earn ey received time of closi st money, Se r is not accep the earnest its to seek of	est money whic into its escrow ng the transaction eller may terminated. If this offer money shall be her legal and e	h shall be applied to the account within two (2 on or termination of this inate this Agreement is accepted and Buyer o retained by Seller for quilable remedies. The
0 unl 1 IAC 2 the 3 Agu 4 nor 5 lett 6 hole 7 ear	less the parties enter into a Mutual FC 1-1-23 (release of earnest money). e earnest money may release the eareement, Broker may send to Buyer Seller enters into a mutual release of er, Broker may release the earnest not the Broker harmless from any lianest money in accordance with this A	Release or a . Upon notific arnest money or and Seller or initiates lif money to the ability, includi	Court issue atton that Buy as provide notice of the tigation withing attorney attorney	s an Order fouyer or Seller d in this Agre he disbursem in sixty (60) d fied in the ce 's fees and	r payment, exce Intends not to pe sement. If no pr ent by certified ays of the maili rtifled letter. Buy	ept as permitted in 876 perform, Broker holding rovision is made in this mall. If neither Buyering date of the certified yer and Seller agree to
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(Property Address)
Page 1 of 7 (Purchase Agreement)

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	59 60 61 62	FHA, VA,	ections and charges , or mortgage insur s and shall supersec	er, shall be made	and charged in ac	arged to Buyer o cordance with th	ir Seller by the lender, elr prevailing rules or
	63 64 65 66	D. CONDITION	TION: (Attach Finar DNAL, SALES CONT IETHOD OF PAYME	RACT: (Attach Fi	nancing Addendum cing Addendum)		
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119 120 121 122 123 124 125	Se kno oth Env Ilmi	lling Broker and owledge or experi er biological con vironmental Conta	all salespersons as ence with regard to t ntaminants ("Environ minants at harmful and/or respiratory pr	soclated with Brol he evaluation or e nmental Contamin evels may cause	SE: Buyer and Seller kers are NOT expensistence of possible to ants") which might property damage and y in persons with in	ts and have NO ead-based paint, exist and affec I serious illness,	special training, radon, mold and it the Property. including but not

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

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

13. INSPECTIONS: (Check paragraph letter A or B)

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

🛮 A. BUYER <u>WAIVES THE RIGHT</u> TO HAVE INDEPENDENT INSPECTIONS

 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

☐ B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)

Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after acceptance of the Purchase Agreement: Buyer shall have ______ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, cellings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: Intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the initial inspection report reveals the presence of lead-based paint, raden, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have additional days to order, receive and respond in writing to any additional reports.

 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 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would have a significant 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. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

192 193	MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.
196 197 198 199 200	I4. LIMITED HOME WARRANTY PROGRAM: Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which □ will will not be provided at a cost of \$ charged to □ Buyer □ Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit.
203 204 205 206	5. DISCLOSURES: (Check one) 1. Buyer 口 has 口 has not 囡 not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE. 2. Buyer 口 has 口 has not 囡 not applicable received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT.
209 210 211 212 213 214	5. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey litle free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.
215 216	Owner's Policy to be paid by █ Buyer □ Selier □ Shared equally □ Included in allowance, if provided.
217 218 219 220	Lender's Policy, if applicable, to be paid by函 Buyer □ Seller □ Shared equally □ Included in allowance, if provided. □ Other
221 · 222 223 224	The parties agree that ☐ Seller. Buyer will select a title insurance company to issue a title insurance policy and will order the commitment ☐ immediately or ☐ other:
227	Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.
228 229 230 231	Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable little can be conveyed.
232 17.	TAXES: (Check paragraph A, B or C) Cl A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on an all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
237 [238 239 240 241	IB. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
242 F 243 ta 244 ta	For purposes of paragraph A and B: For the purpose of determining the credit amount for accrued but unpaid axes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon <i>certified</i> ax rates. This shall be a final settlement.
245 246 E 247 248	C. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of \$to Buyer at closing. This shall be a final settlement.
249 WAR	NING: The succeeding year tax bill for recently constructed homes or following reassessment periods greatly exceed the last tax bill available to the closing agent.
	r acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.
	r may apply for current-year exemptions/credits at or after closing.
	Buyer shall pay prorated property taxes.

265 19. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda 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/counter offer prior to written acceptance and delivery of such offer/counter offer.

272 20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership association shall be delivered by the Seller to Buyer within ______ days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within _____ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be ferminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in days after Buyer's approval of the documents. Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

24. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding 283 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

22. MISCELLANEOUS:

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- A. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
- B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- C. The Indiana Sheriff's Sex Offender Registry (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.
- D. Conveyance of this Property shall be by general Warranty Deed, or by subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
- F. 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 prepald, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.
- G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and
- H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

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380 381 382	PRINTED		Daniel 4. Brenner-, PRINTED / ph letter):	Property
	27. SELLER'S RESPONSE: (Check appropriate para	grap	h letter):	lanager
386 386 387	This, at,	·	□A.M. □ P.M. □ Noon .	
	□ A. The above offer is Accepted.		• •	
391	□B. The above offer is Rejected.			
392 393	□ C. The above offer is Countered. See Counter Of the Counter Offer.	fer.	Seller should sign both the Purchase	Agreement and
394 395 396			Kell Mohasin	06/12/12
397 3 398 399 _	SELLER'S SIGNATURE · DAT	ΕS	ELLERSOFTATURE Kelli M. Johnson	DATE //.3
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Sel	ling Broker (Co.) _	NANJA	·	office code	yy y		individual code
	- , .			опісе соде			îndividual code
			PURCHASE	e Agreei D Proper			
1	Date: 6-/	4-13		•	•		
2 3	4 DIIVED	7-13 The Cife of the object of the color of the following property of the following property of the color of	of fort	· War	51 / [©]	:	(^{II} Buyo' ^{II}
5	terms, prov	isions, and conditions:					•
. 7	2. PROPĘRT	Y: The property ("Property ("Property (zip coo	eriy") is known as	6429	Fern Wood	Avenue	······································
. 8 . 9	in <u>Way</u> Indlana	08 46809 (zip coc	Township, <u>/+//</u> ie) legally describe	ed as: Fern	Count	y. Fort Wa e Sertion	ITT
10 11	Lot-	43 h any existing perman	ant improvements	and flytures	attached (unlars	langed or evolud	ad) induding
12 13	but not limit and all atta	ed to, electrical and/or chments thereto, built	r gas fixtures, hon Hn kitchen equip	ne heating fue ment, sump t	el, heating and c oumbs. water so	entral air-conditioni oftener, water.purif	ing equipment ier, gas grills.
14 · 15 16	and fixtures	erts, gas logs and grat , ceiling fans and ligh nes and controls, stora	t fixtures, towel ra	icks and bars	, storm doors, v	vindows, awnings,	TV antennas.
17	FOLLOWING	9:				openior majorin	
18 19							
20 21							
21 22 · 23	EXCLUDES	THE FOLLOWING:	• • • • • • • • • • • • • • • • • • • •				
· 23 24	The terms o	f this Agreement will	determine what	items are in	cluded/excluded	i. All items sold s	hall be fully
24 25 26	paid for by	Seller at time of clos or community ameni	ing the transacti	lon. Buyer sl	ould verify tota	al square footage	land, room
27	www.sions	or community among		12 000	nice thous	and 4 10	0
28 3. 29 30	upon purchas			•			
31 32 4.	EARNEST M	ONEY: Buyer submits: e. The listing broker	5 <u>9</u>		as earnest mon	ey which shall be a	pplied to the
33 34	purchase pric	e. The listing broker of acceptance of this	shall deposit éarr	nest money re	eceived into its	escrow account w	ithin two (2)
35	Agreement If	Buyer falls for any	reason to subm	it earnest m	oney, Seller ma	y ferminate this .	Agreement.
36 37	Earnest mone	y shall be returned pro s to close the transac	mptly in the event stion, without leas	t this offer is r Il cause, the	ot accepted. If ti earnest monev :	his offer is accepte shall be refained b	d and Buyer ov Seller for
38	damages the	Seller has or will incur	, and Seller retain	ns all rights to	o seek other lega	il and equitable rer	nedies. The
39 40	unless the par	j any eamest money ties enter into a Mutua	l Rélease or a Co	urt issues an	Order for payme	int, except as perm	itted in 876
41	IAC 1-1-23 (re	lease of earnest mone	v). Upon notificatio	on that Buyer	or Seller Intends	not to perform, Bro	oker holding
42 43 ·	Agreement, Br	oney may release the oker may send to Bu	ver and Seller no	tice of the di	isbursement by a	certified mail. If ne	ither Buyer
44 45	nor Seller ente	rs into a mutual releas ay release the earnes	e or initiates litiga	tìon within six	ty (60) days of th	re mailing date of t	he certified
46	hold the Broke	r harmless from any	liability, including	attorney's fe	es and costs, fo	r good faith disbu	rsement of
47 48	earnest money	in accordance with this	Agreement and li	icensing regul	lations.		
49 5	METHOD OF P	AYMENT: (Check app	oropriate paragra	ph letter)	manalus la mantu	- d	
50 2 51 52	Ø A. CASH: IT □B. NEW MO	ne entire purchase prici RTGAGE: Completion	of this transaction	on shall be co	ontingent upon t	eu. he Buyer's ability (o obtain a
53 54	☐ Conver	itional □ Insured Cor	ventional DFH/		her:	Voc	first
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57 58			· · · · · · · · · · · · · · · · · · ·		•		
			647.9	Ferni	loo d		*
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		Pa	ge 1 of 7 (Purchas	se Agreementi	•		

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	59 60 61 62	Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.
•	63 64 65 66	☐ C. ASSUMPTION: (Attach Financing Addendum) ☐ D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum) ☐ E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)
	67 6. 68 69 70 71 72 73	TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary to complete this transaction or for approval to assume the unpaid balance of the existing mertgage within days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than days after acceptance of the Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment of approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.
	74 75 7. 76 77 78 79	CLOSING: The closing of the sale (the "Closing Date") shall be on or before, or within, days after
	80 81 82 83	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 Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as so defined by statute.
i	35 36 8, 37	so defined by statute. POSSESSION: Seller shall have 90 days after closing to vacate A. The possession of the Property shall be delivered to Buyer Rat closing within days after closing
8 9 9	2	POSSESSION: A. The possession of the Property shall be delivered to Buyer A at closing within days after closing or \square on or before if closing \S within days after closing or \square on or before if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer per day as liquidated damages until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
9	6	B. Maintenance of Property: Seller shall maintain the Property In its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.
9 9 9 100	8))	C. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a) terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
10 [.] 102 103 104	?	 D. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the day of possession.
	9. S co se □ pr	URVEY: Buyer shall receive a (Check one) \square SURVEYOR LOCATION REPORT, which is a survey where orner markers are not set; \square BOUNDARY SURVEY, which is a survey where corner markers of the Property are prior to closing; \boxtimes WAIVED, no survey unless required by lender; at (Check one) \square Buyer's expense \square Shared equally \square Included in allowance, if provided. The survey shall (1) be received for to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all approvements and easements, and (4) show the flood zone designation of the Property.
112 113 114 115	ins	.OOD AREA/OTHER: Buyer □ may ☒ may not terminate this Agreement if the Property requires flood surance. Buyer □ may ☒ may not terminate this Agreement if the Property is subject to building or use nitations by reason of the location, which materially interfere with Buyer's intended use of the Property.
116 117	11. HC af	DIMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain avorable written commitment for homeowner's insurance within days after acceptance of this Agreement.
120 121 122 123 124	Se kno oth En Ilml	IVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, lling Broker and all salespersons associated with Brokers are NOT experts and have NO special training, owledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and ler biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Wironmental Contaminants at harmful levels may cause property damage and serious illness, including but not lited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young ldren and/or the elderly.
125	GHI	6429 Fernwood

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

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

13. INSPECTIONS: (Check paragraph letter A or B)

-172

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

A. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

☐ B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)

Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after acceptance of the Purchase Agreement. Buyer shall have ______ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, cellings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have additional days to order, receive and respond in writing to any additional reports.

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 applicable inspection/Response Period, the Property shall be deemed to be acceptable. If one party falls to respond or request in writing an extension of time to respond to the other party's independent inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would have a significant 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. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

6429 Fern Wood
(Property Address)

Page 3 of 7 (Purchase Agreement)

1	92 93	MIN THIS	OR REPAIR ITEMS AGREEMENT.	MENTIONED II	N ANY REPORT	; SḤALL NOT	BE A BASIS I	FORTERM	NATION OF
1 1 1 1: 2:	96 97 98 99 90	Buyer ackn which 🏻 wi Buyer and defects in the	OME WARRANTY owledges the avail- ill D will not be pro Seller acknowledge ne Property nor reparanty provider an	ability.of a LIMIT wided at a cost of petible LIMITED place the need for	f\$ HOME WARR or an independe	RANTY PROG ANTY PROGI nt home inspe	RAM with a c charged RAM will not ction, Broker	leductible pa I to □ Buye cover any may receive	aid by Buyer or □Seller. pre-existing o a fee from
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20 21 21 21 21 21	8 16 9 0 1 2 3 4	current and price or \square a must convey assumed by of the Proper	ROVAL: Prior to clo comprehensive n abstract of title title free and cle Buyer and any res ty. A title company coverages and er	ALTA Owner's continued to c ar of any encul irictions or easer at Buyer's requ	Title Insurance late, showing m mbrances and t nents of record lest, can provide	Policy availarketable title itle defects, vont materially information a	able in the ar to Property in th the excer interfering with	nount of the n Seller's na otion of any n Buyer's int	purchase me. Seller mortgage ended use
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217 218 219	})	Lender's Pol provided. \Box	icy, if applicable, to Other	be paid by属B	uyer □Seller	□ Shared eq	ually 🏻 Incl	uded in allo	wance, If
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222 223 224		The parties ag will order the d	ree that □ Seller j commitment □ imn	E Buyer will selented at Electric at Elec	ect a fille insurar other:	nce company	to issue a title	insurance p	oolicy and
225 226 227		Pursuant to Fe this Agreemen	ederal and State la t.	w, Seller cannot	make Seller's se	election of a tit	le insurance p	rovider a co	ndition of
228 229 230 231	;	Seller agrees deed and vend	to pay the cost of lor's affidavit), so th	obtaining all othe at marketable lit	er documents ne le can be convey	ecessary to pe /ed.	rfect title (incl	uding the co	et of the
232 233 234 235 236	17. T	ZA Buver w	sk paragraph A, B ill assume and pa of clasing the Property payab	w all taxes on	the Property b d all taxes due tl te.	eginning with nereafter. At o	the taxes d before closin	ue and pay g, Seller sha	/able on Ill pay all
237 238 239 240	Ε	the Coun	that have accrued ly Treasurer and/o alendar year sha ate.	the Buyer in the	e form of a cred	it at closing. A	\II taxes that h	iave accrue	d for the
241 242 243 244	ta	ixes, taxes sha	of paragraph A a all be assumed to b hall be a final settle	e the same as th	rpose of determ to most recent y	ilning the crec ear When taxe	lit amount for s were billed t	accrued but cased upon	: unpald certified
245 246 247		C. FOR REC	CENT CONSTRUC	TION OR OT to Buyer at closin	HER TAX SIT ng. This shall be	UATIONS. S a final settlem	eller will giv ent.	e a fax o	edit of
250 r			cceeding year ta I the last tax bill a			homes or fo	llowing reas	sessment p	periods
	Зцуег	acknowledge	es Seller's tax exe	mptions and/or	credits may ho	t be reflected	on future tax	(bills,	
253 254 E	luyer	may apply fo	r current-year exe	mptions/credits	at or after clos	sing.			•
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				6429	Ferni Address)	vood			
		•	ţ	Property) Page 4 of 7 (Puro	Address) :hase Agreement	i)			
		Produced with	ZipForm® by zipLogix 180	70 Fifteen Mile Road, Fi	raser, Michigan 48026	www.zipl_ajz.con	1 -	H	lank Let

- 18. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or resultance, it assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal Improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special 256 257 258 259 260 261 262 263 assessments for municipal improvements completed after the date of this Agreement. 264
- 265 19, TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda 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/counter offer prior to written acceptance and delivery of such offer/counter offer.
- 272 20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership association shall be delivered by the Seller to Buyer within _____ days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within <u>days after receipt,</u> the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in days after Buyer's approval of the documents. Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.
- 282 283 24. ATTORNEY'S 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 costs and reasonable attorney's fees from the non-prevailing party.

287 22. MISCELLANEOUS:

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- A. Unless otherwise provided, any prorations for rent, taxes; insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
- B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- C. The Indiana Sheriff's Sex Offender Registry (<u>www.indianasheriffs.org</u>) 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.
- D. Conveyance of this Property shall be by general Warranty Deed, or by subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
- F. 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, addressed to Seller or Buyer or the designated agent of either party.
- G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

(Property Address) Page 5 of 7 (Purchase Agreement)

	322 323 324 325 326	K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).
	327 328 329 330	L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, Internet or other advertising media, if any, to publish information regarding this transaction.
	331 332 333	ivi. 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 is closed.
•	334 335 336 337	N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
	338	O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License#
	339 340	P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
	341 342 2:	3. FURTHER CONDITIONS (List and attach any addenda): This purchase is subject
	343 344	to approval by the fort Wayne Board of Public Norks
	346 346	and the common council of the city of fort
	347 348	Wayne:
	349 350	Seller Shall have 90 (ninety) days after closing to
	351 352	vacate the especty, so long as seller signs
	353 354	an indemnity agreement.
	355 356	
	357	CONSTRUCT VOID ADVICODO. Description of Caller and Art Broad Art Broad Art Caller and Art Caller
,	358 24, 359 360 361 362 363	CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek 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 transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
	364 25. 365 366	ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
33	69 26. 70 [71] 72	EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by □ A.M. □ P.M.
3; 3; 3;	73 74 - 8 75 - <i>A</i> 76 - c	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.
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	City of	Fort Way	gre.				
378	(Pinia)	O. Bran	na)	6-13-1	· 3 ·		•
379	RUYER'S SIG	NATURE		DATE	BUYER'S SIGN	IATURE	DATE
380 381	Paniel	A. Brenn	OR - Pro	perty le	anager		
382	PRINTED		1		PRINTED		•
383 384 386	27. SELLER'S	RESPONSE: (C	heck appropr	iate paragrap	h letter):		
386	This	_day of	····	, at	🗆 A.W., 🗆	JP.M. □ Noon	•
387 388 389	□ A. The abo	ve offer is Accep	ted.				
	□B. The above	ve offer is Reject	ed. ·			•	•
	☐ C. The above the Coun		ered. See Co	unter Offer,	Seller should si	ign both the Pu	irchase Agreement and
	Marile	NATURE	edy .	6-14-13		and the in	
397 398 399	SELLER'S SIGI Marily/	11 1	edv -	DATE S	ELLER'S SIGNA	TURE	DATE .
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6429 Fern wood

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Selling Broker (Co.)	NIA	() By	(dual anda
		PURCHASE A	GREEWENT	ницик	उधम स्माप
		(IMPROVED P			
1 Date: 6	-14-13		•		
2 3 1. BUYER:	The City o	of fort	bleune	eration and subject to the t	"Ruve
4 agrees to	buy the following prope	rty from the owner ("Seller") for the conside	eration and subject to the	followi
5 terms, pr	ovisions, and conditions:	-			•
Ž 2. PROPER	TY: The property ("Proper	ty") is known as <u>6</u>	506 Fernwoo	d Ave. nly, Fort. Wayne ace Section to	
8 in <u></u>	146809 (zip code	ownsnip, <u>7+77e</u> a) legally described as	r Cou	ce Section to	604
0				ss leased or excluded), in	
2 but not lir	nited to, electrical and/or	das fixtures, home h	eating fuel, heating and	central air-conditioning equ	ılbmer
3 and all a 4 fireplace i	tachments thereto, built-i	n kitchen equipment	, sump pumps, water	softener, water purifier, ga s/blinds, curtain rods, draper	s grilla
5 and fixture	es, celling fans and light t	fixtures, towel racks	and bars, storm doors,	windows, awnings, TV and	ennas
3 satellite di 7 FOLLOWI	shes and controls, storag NG:	e bams, all landscap	ing, mailbox, garage do	or opener with controls AN	D TH
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					•
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EXCLUDE	STHE FOLLOWING:	<u> </u>			
EXCLUDE The terms	of this Agreement will o	determine what item	s are included/exclud	ed. All items sold shall be	• fully
paid for b	/ Seller at time of closir	ng the transaction.	Buyer should verify to	otal square footage, land,	room
dimension	s or community amende	s ir ilialeliai. e jg h	ty thousand two	hundred fifty +	10
3. PRICE: Bu	er will pay the total purch:	ase price of \$ BC	250.00. fo	rthe Property. If Buyer obta ising at no less than the a	ins an
appraisal o upon purch	: tne Property, this Agree ase brice.	ment is contingent u	pon the Property appra	alsing at no less than the a	greed
• -	- · · · · ·	d			
4. EARNEST	violner: buyer submits a rice. The listing broker st	nall deposit earnest	money received into its	oney which shall be applied s escrow account within tw	10 me 70 (2)
banking day	's of acceptance of this Ac	greement and hold it	until time of closing the	transaction or termination of	of this
Agreement.	If Buyer falls for any re sev shall be returned prom	eason to submit ea notly in the event this	rnest money, Seller r offer is not accepted. If	nay terminate this Agreer this offer is accepted and F	nent. Rover
falls or refu	ses to close the transacti	ion, without legal car	use, the earnest mone	shall be retained by Selle	∍r for
damages th	Seller has or will incur,	and Seller retains all	rights to seek other le	gal and equitable remedies.	The
unless the n	ng any earnest money is arties enfer into a Mutual	r absolveu from any Release or a Court is	responsibility to make ssues an Order for pavi	payment to the Seller or E nent, except as permitted in	suyer i 876
IAC 1-1-23 (release of earnest money)	. Upon notification th	at Buyer or Seller intend	is not to perform, Broker ho	lding
the earnest	noney may release the e	arnest money as pro	vided in this Agreemen	t. If no provision is made in certified mail. If neither B	i this
nor Seller en	lers into a mutual release	er initiates litigation :	of the disudisement by within sixtv (60) davs of	the mailing date of the ceri	lified
letter, Broker	may release the earnest	money to the party ic	lentified in the certified I	letter. Buyer and Seller agre	e to
hold the Bro	ker harmless from any lia ny in accordance with this a	abilily, including atto Agraement and licens	rney's fees and costs,	for good faith disbursemen	nt of
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図A. CASH:	ORTGAGE: Completion	of this transaction si	nall be contingent upon	me polici e somra co obra	in a
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図A. CASH: 口B. NEW N	ORTGAGE: Completion	ventional 🏻 FHA 🗖 % of purchase price, ed % pointing, except	VA [] Other: payable in not less than er annum and not to exc	years, with points. Bu	

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	59 60 61 62	Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.
	63 64 65 66	☐ C. ASSUMPTION: (Attach Financing Addendum) ☐ D. CONDITIONAL, SALES CONTRACT: (Attach Financing Addendum) ☐ E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)
·	67 6 68 69 70 71 72 73	TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary to complete this transaction or for approval to assume the unpaid balance of the existing-mertgage Within days after the acceptance of this Agreement and to obtain financing in cooperation with the Broker-and Seller. No more than days after acceptance of the Agreement shall be allowed-for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.
	75 7. 76 77 78 79	CLOSING: The closing of the sale (the "Closing Date") shall be on or before, or within <u>30</u> days after <u>Cemmon Cemmon Legroval</u> , whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title insurance company shall be paid by □ Buyer □ Seller □ Shared equally □ Included in allowance, if provided.
	80 81 82 83 84 85	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 Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as so defined by statute.
1 1 1 1 1 1 1 1 1 1 1 1	86 8. 87 88 99 91 92 93 94 95 96 97 98 90 12 33 44 56 97 8 90 12 33 44 56 8 56 8 56 8 56 8 67 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	POSSESSION: A. The possession of the Property shall be delivered to Buyer at closing within days after closing or or or before from the closing super at closing from the closing, Seller shall pay to Buyer at closing from the closing, Seller shall pay to Buyer at closing from the closing, Seller shall pay buyer at closing from the closing super shall pay buyer at closing from the closing super shall pay buyer at closing from the closing shall be against the Seller shall pay Buyer for the closing shall have all other legal and equitable remedies available against the Seller. B. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale. C. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a) terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer. D. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the day of possession. URVEY: Buyer shall receive a (Check one) Survey, which is a survey where corner markers of the Property are step prior to closing; WAIVED, no survey unless required by lender; at (Check one) Buyer's expense Seller's and easements, and (4) show the flood zone designation of the Property.
11 11 11 11	2 10. Fl 3 in 4 lin	.OOD AREA/OTHER: Buyer □ may ☒ may not terminate this Agreement if the Property requires flood surance. Buyer □ may ☒ may not terminate this Agreement If the Property is subject to building or use altations by reason of the location, which materially interfere with Buyer's intended use of the Property.
11 11	3 11. He	DMEOWNER'S INSURANCE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain avorable written commitment for homeowner's insurance within days after acceptance of this Agreement.
118 120 120 121 123 124 126) 12. EN Se kn toth En lim	VIRONMENTAL CONTAININANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, liling Broker and all salespersons associated with Brokers are NOT experts and have NO special training, owledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and er biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Ironmental Contaminants at harmful levels may cause property damage and serious illness, including but not ted to, allergic and/or respiratory problems, particularly in persons with immune system problems, young dren and/or the elderly.
		· 6506 remwood

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

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

13. INSPECTIONS: (Check paragraph letter A or B)

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Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

AA BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHAIVA or lender inspections are not included in this waiver.

口B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)

Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after acceptance of the Purchase Agreement. Buyer shall have ______ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have additional days to order, receive and respond in writing to any additional reports.

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 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the Inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would have a significant 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. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

6506 Fern Wood
(Property Address)

	192 193	THIS AGREEMENT.
	196 197 198 199 200	14. LIMITED HOME WARRANTY PROGRAM: Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which □ will □ will not be provided at a cost of \$ charged to □ Buyer □ Seller.
	203 204 205 206	15. DISCLOSURES: (Check one) 1. Buyer □ has □ has not ☒ not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE. 2. Buyer □ has □ has not ☒ not applicable received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT.
	209 210 211 212 213 214	16. TITLE APPROVAL: Prior to closing, Buyer shall be furnished with of a title insurance commitment for the most current and comprehensive ALTA Owner's Title insurance Policy available in the amount of the purchase price or □ an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or essements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.
2	215 216	Owner's Policy to be paid by ⊠Buyer □ Seller □ Shared equally □ Included in allowance, if provided.
2	217 218 219	Lender's Policy, if applicable, to be paid by ⊠Buyer □ Seller □ Shared equally □ Included in allowance, if provided. □ Other
2 2 2 2 2 2 2	20 21 22 23 24 25 26	The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will order the commitment immediately or order the commitment immediately or other: Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of
2; 2; 2;	NO.	this Agreement. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.
23 23 23 23 23	0	TAXES: (Check paragraph A, B or C) Buyer Shall Pay Prorated Property to A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on date of Closing, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.
23 23 23 23 24 24	7 8 9 0	☐ B. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
242 243 244	? !	For purposes of paragraph A and B: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified tax rates. This shall be a final settlement.
245 246 247	•	C. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of
250	WA mav	RNING: The succeeding year tax bill for recently constructed homes or following reassessment periods greatly exceed the last tax bill available to the closing agent.
251 252 253	Вцу	er acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.
		er may apply for current-year exemptions/credits at or after closing.

- 18. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not 256 257 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special 258 259 260 261 262 263 assessments for municipal improvements completed after the date of this Agreement. 264
 - 19. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda 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/counter offer prior to written acceptance and delivery of such offer/counter offer.
- 272 20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership association shall be delivered by the Seller to Buyer within _____ days after acceptance-of this Agreement. If the Buyer does not make a written response to the documents within _____ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within _____days after Buyer's approval of the documents.
 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.
- 283 24. ATTORNEY'S 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 costs and reasonable attorney's fees from the non-prevailing party.

287 22. MISCELLANEOUS:

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- A. Unless otherwise provided, any prorations for rent, taxes; insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
- B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- C. The Indiana Sheriff's Sex Offender Registry (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.
- D. Conveyance of this Property shall be by general Warranty Deed, or by subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
- F. 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, addressed to Seller or Buyer or the designated agent of either party.
- G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, 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' respecting the transaction and cannot be changed except by their written consent.
- J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property. 6 506

	322 323 324 325 326	K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).
	327 328 329 330	L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, internet or other advertising media, if any, to publish information regarding this transaction.
	331 332 333	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 is closed.
. ;	334 335 336 337 ·	N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facelmile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
6	338	O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License #
3	339 340	P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
3	341 342 23.	. FURTHER CONDITIONS (List and attach any addenda): This purchase is subject
3	143 144	to approval by the fort wayne Board of Public Works
3 3	45 46	
3	47 48	and the Common Council of the City of the Wayne.
3	49 .	Seller may have @090 days AFTER closing to .
38	50 51	vacate as long as seller signs an indemnity
	52 53	agreement at closing
38 38		
38	6	
	8 24.	CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this
35 36	0 t	document, they may seek 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 transaction, it is recommended that you consult with a
36 36 36	1 p 2 c	professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
36	4 25. /	ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures,
366 367 367	6 ti 7 ti	nas had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that hey understand and accept agency relationships involved in this transaction. By signature below, the parties verify hat they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
368 369	} }26.E	EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by
370 371 372	, pa	EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by □ A.M. □ P.M. □ P.M. □ Noon, the day of, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.
373 374 375 376	Ti ar Ag di	this Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed on original but all of which together shall constitute one and the same instrument. The parties agree that this greement may be transmitted between them electronically or digitally. The parties intend that electronically or lightly transmitted signatures original signatures and are binding on the parties. The original document
377	51.	nall be promptly delivered, if requested.

	City of	Fort Ways	L					
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389 390 391	□B. The abov	e offer is Rejected	· ·	,			•	
	☐ C. The abov	e offer is Counter ter Offer.	ed. See Count	er Offer.	Seller shoul	d sign both th	e Purchase Agre	ement and
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	SELLER'S SIGN	IATURE .	,	DATE S	ELLER'S SIG	NATURE		DATE
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Selling Broker (Co.)	,	off	ice code		()
		PURCHASE A (IMPROVED)		1	
1 Date: 6	-12-13	•	•		
2 3 1. BUYER: 4 · agrees to 5 · terms, pro	The City o buy the following proper visions, and conditions:			*	•
6 . 7 2. PROPERT 8 in <u>Was</u> . 9 Indiana, <u>1</u> 10 <u>60+</u>	TY: The property ("Proper イルビー To 446日9 (zip code 37	y") is known as wnship, <i>All e n</i>) legally described	3511 Dalevu as: <u>Fernwoo</u>	e Dr, County, Fort. I Place Seco	Wayne
11 together w 12 but not lim 13 and all att 14 fireplace in 15 and fixture 16 satellite dis	vith any existing permaner ited to, electrical and/or of the tendents thereto, built-in serts, gas logs and grates is, celling fans and light is the and controls, storaged is.	jas fixtures, home 1 kitchen equipme 5, central vacuum e fixtures, towel rack 5 barns, all landsc	heating fuel, heat nt, sump pumps, quipment, window s and bars, storm aping, mailbox, ga	ing and central air-cond water softener, water shades/blinds, curtain doors, windows, awni rage door opener with	ditioning equipment purifier, gas grills, rods, drapery poles ings. TV antennas.
19		w/n			
20 21 22 EXCLUDES 23	S THE FOLLOWING:				
· 23	of this Agreement will o			/	
25 paid for by 26 dimensions	or this Agreement win of Seller at time of closites or community amenition or will pay the total purches the Property, this Agreement	ig the transaction is if material. Sev	n. Buyer should v enty three	verify total square foo thousand an	rtage, land, room
30 upon purcha	ase price.				
32 4. EARNEST II 33 purchase pr 34 banking day 35 Agreement. 36 Earnest mon 37 fails or refus 38 damages the 39 Broker holdi 40 unless the pa 41 IAC 1-1-23 (r 42 the earnest r 43 Agreement, I 44 nor Seller en 45 letter, Broker 46 hold the Brol 47 earnest mone 48	MONEY: Buyer submits \$ ice. The listing broker si s of acceptance of this A If Buyer fails for any r ivey shall be returned pron ses to close the transacti es Seller has or will incur, ing any earnest money is erlease of earnest money money may release the e Broker may send to Buy ters into a mutual release may release the earnest ker harmless from any li ey in accordance with this PAYMENT: (Check appropriate of the company in the company in the company in the company in accordance with this	greement and hold bason to submit- uptly in the event the on, without legal of and Seller retains absolved from an Release or a Cour of the portion or initiates litigation money to the party ability, including a Agreement and lice	It until time of cloearnest money, alsoffer is not accause, the earnes all rights to seek by responsibility to tissues an Order that Buyer or Sellorovided in this Agree of the disburse on within sixty (60) to dentified in the conting regulations.	sing the transaction or a Seller may terminate epted. If this offer is acc t money shall be retain other legal and equitable or make payment to the for payment, except as for payment, if no provision ment by certifled mail. days of the mailling data certified letter. Buyer an locsts, for good faith	termination of this this Agreement. Copted and Buyer ned by Seller for le remedies. The Seller or Buyer permitted in 876 m, Broker holding n is made in this if neither Buyer te of the certified d Seller agree to
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53	entional □ Insured Con e loan for ate of interest not to exce vall costs of obtaining fina	Ventional LIFHA % of purchase priced when the control of the contr	LI VA LI Other: _ e, payable in not l per annum and n	ess than ot to exceed	
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	· Pag	e 1 of 7 (Purchase	Agreement		•

Any inspections and charges which are required to be made and charges wh	arged in accordance with their prevailing rules or
63 ☐ C. ASSUMPTION: (Attach Financing Addendum) 64 ☐ D. CONDITIONAL SALES CONTRACT: (Attach Financing 65 ☐ E. OTHER METHOD OF PAYMENT: (Attach Financing Ad-	Addendum) . dendum) .
67 6. THE FOR OBTAINING FINANCING: Buyer agrees to make to complete this transaction or fer approval to assume the unpa days after the acceptance of this Agreement and to make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with the Broker and Seller. No make a dille obtain financing in cooperation with t	ald balance of the existing mortgage Within pent offort to meet the lender's requirements and to ore than
75 7. CLOSING: The closing of the sale (the "Closing Date") shall be contained within 30 days after Common Council a pprovide shall terminate unless an extension of time is mutually agreed insurance company shall be paid by ■ Buyer □ Seller □ Share 79	on or before, or, or, whichever is later or this Agreement to in writing. The closing fee charged by the title dequally \square included in allowance, if provided.
Notwithstanding terms to the contrary, the Parties agree that as closing agent's escrow account be in such form that the closing i.C. 27-07-3.7 et. seq Therefore, all funds from a single source to the closing agent's escrow account and all funds under \$10,484 so defined by statute.	agent shall be able to disburse in compliance with of \$10,000 or more shall be wired unconditionally
86 8. POSSESSION: 87 A. The possession of the Property shall be delivered to Buyer 88 or □ on or before if closes 89 after closing, Seller shall pay to Buyer at closing \$ 90 deliver possession by the date required in the first sente	per day. If Seller does not perce of this paragraph, Seller shall pay Buyer until possession is delivered to Buyer; and Buyer ainst the Seller. It is possession is pection. Buyer may inspect the Property prior to pection. Buyer may inspect the Property prior to paragraph. Seller shall remove all debris and a Property prior to the closing shall be borne by paired prior to closing, Buyer, at Buyer's option, se the transaction, in which event Seller's right amage or destruction shall be assigned in writing all services and public utility charges through the LOCATION REPORT, which is a survey where urvey where corner markers of the Property are lender; at (Check one) Buyer's expense of the provided. The survey shall (1) be received satisfactory to Buyer, (3) show the location of all
112 10. FLOOD AREA/OTHER: Buyer ☐ may ☒ may not terminate insurance, Buyer ☐ may ☒ may not terminate this Agreement limitations by reason of the location, which materially interfere with E 115	if the Property is subject to building or use Buyer's intended use of the Property.
116 11. HOMEOWNER'S INSURANCE: Completion of this transaction shall 117 a favorable written commitment for homeowner's insurance within 118	be contingent upon the Buyer's ability to obtain delta days after acceptance of this Agreement.
110 112. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buy 120 Selling Broker and all salespersons associated with Brokers are 121 knowledge or experience with regard to the evaluation or existence 122 other biological contaminants ("Environmental Contaminants") v 123 Environmental Contaminants at harmful levels may cause properly 124 limited to, allergic and/or respiratory problems, particularly in per 125 children and/or the elderly.	NOT experts and have NO special training, of possible lead-based paint, radon, mold and which might exist and affect the Property. damage and serious illness, including but not

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

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

13. INSPECTIONS: (Check paragraph letter A or B)

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

図A. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHAIVA or lender inspections are not included in this walver.

☐ B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)

Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after acceptance of the Purchase Agreement. Buyer shall have ______ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: Intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have additional days to order, receive and respond in writing to any additional reports.

If the Buyer does not comply with any Inspection/Response Period or make a wriften objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

 If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would have a significant 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, BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

192 MINOR REPA 193 THIS AGREE 194	AIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OI MENT.
195 14. LIMITED HOME WA 196 Buyer acknowledges 197 which □ will A will i 198 Buyer and Seller ac 199 defects in the Prope	RRANTY PROGRAM: the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer not be provided at a cost of \$charged to ☐ Buyer ☐ Seller knowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing ty nor replace the need for an independent home inspection. Broker may receive a fee from ovider and/or a member benefit.
202 15. DISCLOSURES: (Ch 203 1. Buyer ☐ has E 204 SALES DISCLOSURI	I has not 图not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE E. I has not 图not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
208 16. TITLE APPROVAL: F 209 current and compre 210 price or \square an abstra- 211 must convey litle free 212 assumed by Buyer an 213 of the Property. A tille 214 tille insurance coverage	Prior to closing, Buyer shall be furnished with a title insurance commitment for the most hensive ALTA Owner's Title Insurance Policy available in the amount of the purchase of of title continued to date, showing marketable title to Properly in Seller's name. Seller and clear of any encumbrances and title defects, with the exception of any mortgage dany restrictions or easements of record not materially interfering with Buyer's intended use company, at Buyer's request, can provide information about availability of various additional less and endorsements and the associated costs.
215 216 Owner's Policy to be	paid by∭Buyer □ Seller □ Shared equally □ Included in allowance, if provided.
217 218 Lender's Policy, if app 219 provided. ☐ Other 220	blicable, to be paid by년 Buyer 디 Seller 디 Shared equally 디 Included in allowance, if
223 will order the commitme 224	□ Seller N Buyer will select a title insurance company to issue a title insurance policy and ent □ immediately or □ other:
228 229 Seller agrees to pay the	e cost of obtaining all other documents necessary to perfect title (including the cost of the avit), so that marketable title can be conveyed.
232 17. TAXES: (Check paragr	raph A, B or C) e and pay all taxes on the Property beginning with the taxes due and payable on, and all taxes due thereafter. At or before closing, Seller shall pay all erty payable before that date.
237 DB. All taxes that have the County Treasu	e accrued for any prior calendar year that remain unpaid shall be paid by Seller either to trer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the year shall be prorated on a calendar-year basis as of the day immediately prior to the
242 For purposes of parag 243 taxes, taxes shall be ass 244 tax rates. This shall be a	raph A and B: For the purpose of determining the credit amount for accrued but unpaid umed to be the same as the most recent year when taxes were billed based upon certified final settlement.
247 \$	ONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of to Buyer at closing. This shall be a final settlement.
250 may greatly exceed the last	year tax bill for recently constructed homes or following reassessment periods tax bill available to the closing agent.
	's tax exemptions and/or credits may not be reflected on future tax bills.
253 254 Buyer may apply for current	t-year exemptions/credits at or after closing.
Buyer sh	all pay prorated property taxes.

- 18. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not 256 limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall 257 pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date 258 259 260 261 above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special 262 assessments for municipal improvements completed after the date of this Agreement. 263
 - 19. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda 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/counter offer prior to written acceptance and delivery of such offer/counter offer.
- 272 20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership _ days after acceptance of this Agreement. If the association shall be delivered by the Seller to Buyer within ___ Buyer does not make a written response to the documents within _ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in _ days after Buyer's approval of the documents. writing, within _ Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.

Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

283 24. ATTORNEY'S 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 costs and reasonable attorney's fees from the non-prevailing party.

22. MISCELLANEOUS:

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- A. Unless otherwise provided, any prorations for rent, taxes; insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
- B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- C. The Indiana Sheriff's Sex Offender Registry (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.
- D. Conveyance of this Property shall be by general Warranty Deed, or by subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
- F. 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, addressed to Seller or Buyer or the designated agent of either party.
- G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

3 3 3	22 23 24 25 26	K. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s).
3: 3: 3:	27 28 29	L. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a multiple listing service, internet or other advertising media, if any, to publish information regarding this transaction.
3; 3; 3; 3;	31 32	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 is closed.
.33 33 33	34 35 36	N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
33 33	8	O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License#
33 34	Ö	P. Where the word "Broker" appears, it shall mean "Licensee" as provided in 1.C.25-34.1-10-6.8.
34 34	2 23.	FURTHER CONDITIONS (List and attach any addenda): This purchase is subject
34 34	3 4	to approval of the first wayne Board of Public Works
344 344	}	and the Common council of the City of It Waynes
347 348	}	
349 350)	Seller shall have 30 (thirty) days from the date
351 352		of closing to vacate, provided seller signs an
353 354		indemnity agreement at Closing.
355 356		
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359	(ONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this ocument, they may seek the advice of an attorney for the legal or tax consequences of this document and the
360 361	. F	ansaction to which it relates. In any real estate transaction, it is recommended that you consult with a ofessional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the
362 363	ċ	ndition of the Property.
364 365	25. A	CKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, s had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that
366 367	tf	by understand and accept agency relationships involved in this transaction. By signature below, the parties verify at they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
368		
369 370	26. E	PIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by □ A.M. □ P.M. Noon, the day of , this Purchase Agreement shall be null and void and all ties shall be relieved of any and all liability or obligations.
371 372	, b	ties shall be relieved of any and all liability or obligations.
373 374	Ti	s Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed original but all of which together shall constitute one and the same instrument. The parties agree that this
375 376 377	A: di	reement may be transmitted between them electronically or digitally. The parties intend that electronically or itally transmitted signatures constitute original signatures and are binding on the parties. The original document ill be promptly delivered, if requested.
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	•		City of to	of Wayse		
378	·	•	ωn	a. Branco		6-12-13
379	BUYER'S SIGNATURE	DATE	BUYER'S SIG	NATURE	·····	DATE
380 381			Daniel	A. BRENNER	-Pro	perty Mana
382 383	PRINTED		PRINTED		•	. 7
384	27. SELLER'S RESPONSE: (Check appr					
386 386	This 1214 day of June . 2	013 , at 8º	00 □ □ A.M.	MP.M. □ Noon	•	
387 388 389 '	A. The above offer is Accepted.		• -		•	
	🗆 B. The above offer is Rejected.			•		
	☐ C. The above offer is Countered. See the Counter Offer.	Counter Offer.	Seller should	sign both the Purcl	ase Agre	ement and
394 395 396	Itelhan Robeis 16	6/12/2013	Valeri	I Pt		(~-12-20/>
397 3	SELLER'S SIGNATURE	DATE S	SELLER'S SIGN	ATURE		DATE
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2 3 1. BUYER: 7	he City of	- Fort Wa	YNE	"Bu ration and subject to the follo
4 agrees to be 5 terms, provis	ıy the following∕property ions, and conditions:	from the owner ("S	eller") for the conside	ration and subject to the follo
Δ				
7 2. PROPERTY: 8 in Wayn	The property ("Property" Tow	') is known as <u>J5</u> vnshin <i>Allf</i> n	<u>IL Walevue</u> Cour	Drive My, Fort Wayne tion I Fernwood Pla
9 Indiana, 1 3	6809 (zip code) l	egally described as:	Lot 45 in Sect	tion I Fernibood Pla
0 <u>except</u> 1 together with	any existing permanent	improvements and fi	xtures attached (unles	ss leased or excluded), includ
2 but not limite	d to, electrical and/or ga	s fixtures, home hea	ting fuel, heating and	central air-conditioning equipm
 fireplace inse 	rts, gas logs and grates, o	central vacuum equir	ment, window shades	softener, water purifier, gas g /blinds, curtain rods, drapery po
5 and fixtures,	celling fans and light fixi	tures, towel racks ar	id bars, storm doors,	windows, awnings, TV antenr
3 satellite dishe 7 FOLLOWING	s and connois, storage i	nams, an manascapm	a, inginox, garage do	or opener with controls AND 7
EXCLUDES T	HE FOLLOWING:			
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The terms of	this Agreement will de	termine what items	are included/exclude	ed. All items sold shall be fu
dimensions o	ener at time or closing r community amenities	if material. nic. L.	House A Rus	otal square footage, land, roo
A BRIOTI BUILD			TAMBARA TIVE	nanel ed 7700
PRICE: Buyer appraisal of th	will pay the total purchasi e Property, this Agreemi	ent is contingent upo	on the Property appra	hundred + 700 r the Property. If Buyer obtains listing at no less than the agre
upon purchase	price.			
4. EARNEST MO	NEY: Buyer submits \$	<u>D</u>	as earnest mo	oney which shall be applied to to
purchase price	. The listing broker shall	ll deposit earnest m	oney received into its	s escrow account within two (
Agreement. If	raccepiance or inis Agre Buver fails for anv rea	sement and noid it di son to submit ear	nn ume of closing the lest money. Seller n	transaction or termination of the may terminate this Agreemen
Earnest money	shall be returned promot	tly in the event this o	ffer is not accepted. If	this offer is accepted and Buy
tails or retuses	to close the transaction eller has or will incur an	n, without legal caus nd Seller retains all r	e, the earnest money labts to seek other lea	shall be retained by Seller f
Broker holding	any earnest money is a	absolved from any re	esponsibility to make	payment to the Seller or Buy
unless the parti	es enter into a Mutual Ré	elease or a Court iss	ues an Order for payn	nent, except as permitted in 87 Is not to perform, Broker holdin
the earnest mo	nev may release the ear	nest money as provi	ded in this Agreement	is not to pendim, bloker notdin t. If no provision is made in th
Agreement, Bro	ker may send to Buyer	and Seller notice of	the disbursement by	r certifled mail. If neither Buye
nor Seller enter	s into a mutual release of ny release the earnest m	r initiates litigation Wi oney to the party ide	thin sixty (60) days of orified in the certified I	the mailing date of the certifie letter. Buyer and Seller agree t
hold the Broker	harmless from any liab	ility, including attorn	ey's fees and costs.	for good faith disbursement of
earnest money i	n accordance with this Ag	greement and licensing	ig regulations.	
. METHOD OF PA	YMENT: (Check approp	priate paragraph let	ter)	
MA. CASH: The	entire purchase price sh	nall be paid in cash at this transaction ebo	nd no tinancing is requ Il be contingent upon	ilred. the Buyer's ability to obtain a
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☐ Convent	ional ∐ Insured Conve opn for ∞	ntional LIFHA IIV	A LI Other:	firs
original rate	of Interest not to exceed	i% per	annum and not to exc	beedpoints. Buye
shall pay al	costs of obtaining financ	cing, except		firs years, with ar seed points. Buye
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	59 60 61 62	Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.
	63 64 65 66	☐ C. ASSUMPTION: (Aftach Financing Addendum) ☐ D. CONDITIONAL SALES CONTRACT: (Aftach Financing Addendum) ☐ E. OTHER METHOD OF PAYMENT: (Aftach Financing Addendum)
•	67 68 69 70 71 72 73 74	6. TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Breker and Seller. No more than days after acceptance of the Agreement shall be allowed for obtaining favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.
	75 7 76 77 78 79	. CLOSING: The closing of the sale (the "Closing Date") shall be on or before, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. The closing fee charged by the title insurance company shall be paid by \(\Delta\) Buyer \(\Delta\) Seller \(\Delta\) Shared equally \(\Delta\) Included in allowance, if provided.
	80 81 82 83 84	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 Therefore, all funds from a single source of \$10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000 from a single source shall be good funds as so defined by statute.
9 9 9	4 5 6 7 8 9	POSSESSION: A. The possession of the Property shall be delivered to Buyer at closing within days after closing or on or before if closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing per day. If Seller does not deliver possession by the date required in the first sentence of this paragraph, Seller shall pay Buyer per day as liquidated damages until possession is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller. B. Maintenance of Property: Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has compiled with this paragraph. Seller shall remove all debris and personal property not included in the sale. C. Casualty Loss: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a) terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer. D. Utilities/Municipal Services: Seller shall pay for all municipal services and public utility charges through the
106 107 108 109 110	9.	SURVEY: Buyer shall receive a (Check one) \square SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set; \square BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to closing; \square WAIVED, no survey unless required by lender; at (Check one) \square Buyer's expense \square Seller's expense \square Shared equally \square Included in allowance, if provided. The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property.
113 114	10. l	FLOOD AREA/OTHER: Buyer I may I may not terminate this Agreement if the Property requires flood insurance. Buyer I may I may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.
117	11. I	HOMEOWNER'S INSURANCE: Completion of this fransaction shall be contingent upon the Buyer's ability to obtain a favorable written commitment for homeowner's insurance within days after acceptance of this Agreement.
118 119 120 121 122 123 124 125	k o E lii	ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE: Buyer and Seller acknowledge that Listing Broker, Selling Broker and all salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including but not imited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young shildren and/or the elderly.

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

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

13. INSPECTIONS: (Check paragraph letter A or B)

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

MA. BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS

 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

☐ B. BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)

Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections immediately after acceptance of the Purchase Agreement. Buyer shall have ______ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

 Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: Intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:

If the initial inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall have additional days to order, receive and respond in writing to any additional reports.

 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 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If the Buyer reasonably believes that the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. Under Indiana law, "Defect" means a condition that would have a significant 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. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND

•	192 193	MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION O THIS AGREEMENT.
1 1 1 2	194 195 196 197 198 199 200	LIMITED HOME WARRANTY PROGRAM: Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which I will I will not be provided at a cost of \$
2 2 2 2 2		. DISCLOSURES: (Check one) 1. Buyer 口 has 口 has not 区not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE. 2. Buyer 口 has 口 has not 又 not applicable received and executed a LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT.
20 20	08 1 09 10 11 12 13	TITLE APPROVAL: Prior to closing, Buyer shall be furnished with a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or II an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.
21 21	6	Owner's Policy to be paid by ▼Buyer □ Selier □ Shared equally □ Included in allowance, if provided.
21 21 22	8 9	Lender's Policy, if applicable, to be paid by ⊠Buyer ☐ Seller ☐ Shared equally ☐ Included in allowance, if provided. ☐ Other
22 22 22 22 22 22	2 3 4	The parties agree that □ Seller ☑ Buyer will select a title insurance company to issue a title insurance policy and will order the commitment □ immediately or □ other:
226 227 228	3 7.	Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of his Agreement.
229 230	} }	Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the leed and vendor's affidavit), so that marketable title can be conveyed.
231 232 233 234 235 236	17.	AXES: (Check paragraph A, B or C) A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
237 238 239 240 241		B. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
242 243 244		or purposes of paragraph A and B: For the purpose of determining the credit amount for accrued but unpald xes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified x rates. This shall be a final settlement.
245 246 247	1	C. FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS. Seller will give a tax credit of \$ to Buyer at closing. This shall be a final settlement.
250		IING: The succeeding year tax bill for recently constructed homes or following reassessment periods reatly exceed the last tax bill available to the closing agent.
	Виу	acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.
253 254	Buye	may apply for current-year exemptions/credits at or after closing.
	Bu	ver shall pay provated property taxes.

- 255 18. PRORATIONS AND SPECIAL ASSESSMENTS: Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the 256 257 258 Property. Selier warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or 259 260 corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special 261 262 263 assessments for municipal improvements completed after the date of this Agreement, 264
 - 19. TIME: Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda 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/counter offer prior to written acceptance and delivery of such offer/counter offer.
- 272 20. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION: Documents for a mandatory membership association shall be delivered by the Seller to Buyer within _ ___ days after acceptance of this Agreement. If the Buyer does not make a written response to the documents within days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within _____ days after Buyer's approval of the documents.

 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable.

Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

283 21. ATTORNEY'S 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 costs and reasonable attorney's fees from the non-prevailing party.

22. MISCELLANEOUS:

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- A. Unless otherwise provided, any prorations for rent, taxes; insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
- B. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.
- C. The Indiana Sheriff's Sex Offender Registry (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.
- D. Conveyance of this Property shall be by general Warranty Deed, or by subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
- E. Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the Foreign Investment in Real Property Tax Act.
- F. 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, addressed to Selfer or Buyer or the designated agent of either party.
- G. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.
- H. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- J. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

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(Froperty Address)
Fage 7 of 7 (Purchase Agreement)
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