**REAL ESTATE PURCHASE AGREEMENT**

**HAHN KIEFER REAL ESTATE SERVICES**

**5011 Washington Avenue, Suite 1, Evansville, IN 47715**

The undersigned Purchaser agrees to purchase from the undersigned Owner, through Hahn Kiefer Real Estate Services – Aaron Wilson, as Auctioneer, the real estate located on Telephone Road***, Warrick County, Indiana.***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***TRACT(S) 1***

***AS IDENTIFIED IN EXHIBIT A AND ATTACHED HERETO***

for the purchase price of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ upon the following terms and conditions:

1. **PURCHASE PRICE:** The purchase price is payable as identified in **Exhibit A** and attached

hereto.

2. **TITLE INSURANCE:** Evidence of good and merchantable title shall be furnished in the form of title insurance in an amount not less than the purchase price, at Owner’s option. Evidence of title shall be billed to seller and shall be furnished with fifteen (15) days after request thereof; such request to be made within a reasonable length of time. Owner shall have a reasonable period to correct any title defects and shall make diligent efforts to correct such defects. Title insurance premium shall be paid by Purchaser.

3. **CLOSING:** This transaction shall be closed within **30** days after delivery of title insurance binder to Purchaser or his/her designee. Closing fee shall be split 50/50 between Owner and Purchaser.

4. **DEED:** At the closing, upon the Purchase Price being paid as provided in Paragraph 1 hereof,

Owner shall deliver to Purchaser a **Warranty Deed** conveying the real estate with merchantable title. The deed shall be subject to all covenants, restrictions, and easements of record, all applicable building and zoning ordinances. Owner shall pay all prior, current, and pending assessments or unpaid charges for all repairs and improvements on the real estate.

5. **SURVEY:** If a survey is deemed necessary to establish new legal descriptions, the cost of the survey will be shared 50/50 between the Owner collectively and the Purchaser(s).

6. **TAXES:** Purchaser shall assume and agree to pay the real estate taxes due and payable in

**MAY 2022** and all subsequent taxes.

7. **MINERALS:** Owner will convey all mineral interests owned.

8. **POSSESSION:** Possession shall be given to the Purchaser at/on **closing**, or if occupied by persons other than the Owner, subject to tenants’ rights. Failure to deliver when specified makes Owner liable for all such damages as the law allows. Owner represents that any tenants are on a month to month tenancy only, unless noted below.

9. **LOSS OR DAMAGE:** The risk of loss or damage to the premises by fire or otherwise until delivery of deed is assumed by Owner and Owner agrees to deliver the property in the same condition as when the contract is accepted, normal wear and tear excepted.

10. **INSPECTION:** Purchaser has inspected the property and agrees to take same in its present condition, normal wear and tear excepted. No verbal agreements or representations regarding condition or quality of the property not specifically set forth herein shall be binding upon either of the parties, or their agents.

11. **DAMAGES FOR BREACH:** If Purchaser defaults in any of purchaser's obligations hereunder, all sums paid hereunder may be retained by the Owner and Auctioneer, in accordance with their agreement, as liquidated damages and not as a penalty, without affecting any of Owner's further remedies. Either party may demand specific performance

of this agreement.

12. **RETURN OF DEPOSIT:** If this offer is not accepted by Owner, or the title of Owner

is not merchantable, there shall be returned to Purchaser all sums receipted for hereunder. Upon such repayment being made, Owner and Auctioneer shall be discharged from any further claims hereunder.

13. **ACCEPTANCE:** This offer shall remain open for acceptance by the Owner, by his/her signature affixed hereto, prior to **10:00 AM (CT)** on the **7th of April**.

If accepted within such time, this agreement shall be in full force and effect.

14. **GENERAL:** All oral statements or representations are merged into this agreement. Any reference to the plural shall include the singular where applicable.

15. **DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in

advertising and all related materials are subject to the terms and conditions outlined in the

Purchase Agreement. The property is being sold on an “AS IS, WHERE IS” basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or HAHN KIEFER REAL ESTATE SERVICES, including, but without limitations to fitness for a particular use, physical condition, any specific zoning classification, title, location of utilities, assurance of building permits, driveway permits, or water and septic permits. All sketches and dimensions are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries and due diligence concerning the property.

16. **FURTHER CONDITIONS:** (**1) This offer is not contingent upon financing and the**

**deposit is nonrefundable. (2) The Real Estate is being sold "As Is".** **(3) Buyer has reviewed Exhibit A.**

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**EXECUTED by PURCHASER** this **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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PURCHASER (signed) (printed) PURCHASER (signed) (printed)

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Address Address

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Phone Number Phone Number

**RECEIPT BY AUCTIONEER:**

I hereby acknowledge receipt of deposit of **$** in cash or check.

HAHN KIEFER REAL ESTATE SERVICES – Aaron Wilson

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTED by OWNERS** this **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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